

Galt Joint Union Elementary School District
Board of Education
“Building a Bright Future for All Learners”

Regular Board Meeting
Wednesday, September 23, 2015
6:30 p.m. Closed Session
7:00 p.m. Open Session

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

AGENDA

Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item which is not on this agenda as authorized by Government Code Section 54954.2.

Community members and employees may address items on the agenda by filling out a speaker's request form and giving it to the board meeting assistant prior to the start of that agenda item.

Comments are limited to no more than 3 minutes or less pending Board President approval.

A. 6:30 p.m. – Closed Session: Galt City Hall Chambers 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: Karen Schauer, Robert Nacario, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE,
Government Code §54957

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

D. Public Comments for topics not on the agenda

Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker's request form.

E. Communications

1. SCOE: 2015-2016 LCAP and Adopted Budget Report
2. CDE: CALPADS Data Management Recognition

F. Reports

Superintendent

1. Bright Future for Galt Students Initiative Update
 - 3rd Annual Galt Education Summit: November 5, 2015
 - Interest Based Bargaining Training for Collaboration, Problem Solving and Innovation: September 28-29, 2015

2. Jennifer Collier, Extended Learning Supervisor
 - Bright Future Learning Center Efforts and Summer Camp
3. Community Facilities Survey Results

Curriculum Director

1. Donna Whitlock, Prevention & Intervention Coordinator
 - Central Valley Foundation, English Language Learner Grant
 - Migrant Education Program
2. Gerardo Martinez, Assistant Principal, McCaffrey Middle School
 - Migrant Education Services Summer Program

Administrators

1. 2015-16 School Fundraisers

G. Recommended Actions

1. Routine Matters/New Business

131.662 Consent Calendar

a. Approval of the Agenda

At a regular meeting, the Board may take action 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 full 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 prior to the date of this meeting, and at the prior meeting, the item was continued to this meeting.

- b. Minutes: September 10, 2015 Special Board Meeting
Minutes: August 19, 2015 Regular Board Meeting

- c. Payment of Warrants –
Certificated/Classified Payrolls Dated: 8/31/15, 9/10/15, 9/11/15
Vendor Warrants: #16303699- 16303737, #16304532- 16304555
#16305276- 16305316, #16306450- 16306477, #16306970-
16306971, #16307334- 16307362

- d. Personnel
 1. Resignations/Retirement
 2. Leave of Absence Requests
 3. New Hires

- e. Donations

- f. 2015/16 Supplemental Education Services Providers

- g. Nonpublic, Non-Sectarian School/Agency Services Master Contract
 - Guiding Hands School, Inc.

- 131.663 Consent Calendar (Continued) – Items Removed for Later Consideration

CC Items
Removed

- | | | |
|---------|--|----------------|
| 131.664 | Board Consideration of Approval of Consulting Services Agreement Between GJUESD and Isom Advisors, a Division of Urban Futures Inc. | MOTION |
| 131.665 | Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119 | PUBLIC HEARING |
| 131.666 | Board Consideration of Approval of Resolution #6; GJUESD Resolution to Approve Sufficiency of Instructional Materials | MOTION |
| 131.667 | Board Consideration of Approval to Request For California Department of Education (CDE) Allowance of Attendance Because of Emergency Conditions at Marengo Ranch Elementary on August 28, 2015 | MOTION |
| 131.668 | Board Consideration of Approval of Board Consideration of Approval of Declaration of Need For Fully Qualified Educators for 2015/16 | MOTION |
| 131.669 | Board Consideration of Approval of Professional Development Educator Effectiveness Expenditure Plan | MOTION |
| 131.670 | Board Consideration of Approval of Memorandum of Understanding Between Sacramento County Office of Education and GJUESD To Jointly Operate A Community School (CARE Program) | MOTION |
| 131.671 | Board Consideration of Approval of Memorandum of Understanding Between the Sacramento County Office of Education and the Galt Joint Union Elementary School District to Assist in the implementation of Bullying Prevention Programs | MOTION |
| 131.672 | Board Consideration of Approval of Out-Of-State Conference Attendance by Robert Nacario to Attend the AASA Superintendent's Symposium in Park City and Salt Lake City, Utah | |

H. Pending Agenda Items

1. Curriculum, Instruction, Assessment, Technology Alignment
2. Electronic Board Agenda Packet
3. Special Education Services
4. School Furniture Analysis
5. Illuminate Parent Portal
6. Governance Team Continuous Improvement

I. Public Comments for topics not on the agenda

Public comment should be limited to three minutes or less pending Board President approval.

J. Adjournment

The next regular meeting of the GJUESD Board of Education: October 28, 2015

Board agenda materials are available for inspection at the address below.

Individuals who require disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing:

Karen Schauer Ed.D., District Superintendent
Galt Joint Union Elementary School District
1018 C Street, Suite 210, Galt, CA 95632
(209) 744-4545



Board Meeting Agenda Item Information

Meeting Date: 9/23/15	Agenda Item: Closed Session
Presenter: Karen Schauer	Action Item: Information Item: XX

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Robert Nacario, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
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2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE,
Government Code §54957



Board Meeting Agenda Item Information

Meeting Date: 9/23/15	Agenda Item: Communications
Presenter: Karen Schauer	Action Item: Information Item: XX

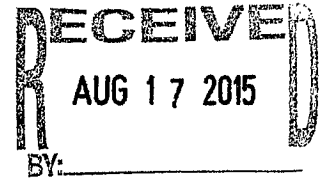
1. SCOE: 2015-2016 LCAP and Adopted Budget Report
2. CDE: CALPADS Data Management Recognition

Sacramento Office of Education County

MAILING: P.O. Box 269003, Sacramento, CA 95826-9003
PHYSICAL LOCATION: 10474 Mather Boulevard, Mather, CA
(916) 228-2500 • www.scoe.net

David W. Gordon
Superintendent

August 13, 2015



BOARD OF EDUCATION

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Jacquelyn Levy

Brian M. Rivas

John C. Scribner

Dr. Karen Schauer, Superintendent
Galt Joint Union School District
1018 C Street, Suite 210
Galt, CA 95632

SUBJECT: 2015-2016 LCAP and Adopted Budget Report

Dear Superintendent Schauer:

In accordance with Education Code sections 52070 and 42127, the Sacramento County Office of Education has reviewed the Local Control Accountability Plan (LCAP) and adopted budget of the Galt Joint Union School District for fiscal year 2015-2016.

Education Code requires that the County Superintendent approve the LCAP or annual update for each school district after determining all of the following:

- The LCAP adheres to the template adopted by the State Board of Education.
- The budget includes expenditures sufficient to implement the specific actions and strategies included in the LCAP.
- The LCAP adheres to the expenditure requirements for funds apportioned on the basis of the number and concentration of unduplicated students pursuant to sections 42238.02 and 42238.03.

Based on our review, your LCAP is **approved**.

Education Code requires that the County Superintendent approve, conditionally approve, or disapprove the adopted final budget for each school district after doing the following:

- Examine the adopted budget to determine whether it complies with the standards and criteria established pursuant to section 33127, and identify any technical corrections needed to bring the budget into compliance with those standards and criteria.



- Determine whether the adopted budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.
- Determine whether the adopted budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

Based upon our review of the adopted budget, the district's 2015-2016 budget has been **approved** as submitted with the following comments:

- Based on the multi-year projections and assumptions provided by the district, it appears the district will meet its 3% unrestricted reserve requirement for the current fiscal year and the two subsequent fiscal years. The district is projecting a decrease of \$55,083 in the unrestricted General Fund balance for 2017-2018.
- The district continues to project declining enrollment and is expecting decreases 58 ADA in 2015-2016 and approximately 19 ADA in 2016-2017.
- It is noted that the certificated and classified salary negotiations have not been settled for 2015-2016.

We are requesting that the district provide the following:

- Before the district's Board of Education takes any action on a proposed collective bargaining agreement, the district must meet the public disclosure requirements of Government Code section 3547.5 and the California Code of Regulations title V, section 15449. **Please submit this form to the county office for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreements.** This form must also be available to the public at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreements. Also, as provided by the State Criteria and Standards, when labor contract negotiations are settled after the adoption of the district's budget, the district must analyze the budget to determine the effect of the settlement, and the governing board must certify to the validity of the analysis within 45 days of the final settlement. Within this 45-day period, the district superintendent must also send the County Superintendent any revisions to the district's current budget necessary to fulfill the terms of the agreement.
- Notify us immediately, and provide for our review, any changes to the budget.

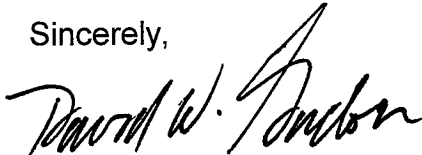
Dr. Karen Schauer, Superintendent
August 13, 2015
Page 3

- Continue to closely monitor future enrollment trends and inform us of budget adjustments should enrollment trends fluctuate.
- During the implementation period of the Local Control Funding Formula, the district should be prepared to share information with its stakeholders about the new funding formula and its impact on the district's budget, the budget development process, and the expectations for the LCAP.

If you have any questions about the LCAP, please contact Sue Stickel, deputy superintendent, at (916) 228-2633. If you have any questions about the adopted budget, please contact Tamara Sanchez, assistant superintendent of business services, at (916) 228-2551.

We appreciate the time and effort that you have put in to the development of your LCAP and budget. This has been an enormous effort and we look forward to working with you this year as you implement your LCAP and budget.

Sincerely,



David W. Gordon
Sacramento County Superintendent of Schools

DWG/TS/dw

cc: John Gordon, Board President, GJUSD
Myla Frantson, Fiscal Services Supervisor, GJUSD
Tamara Sanchez, Assistant Superintendent, SCOE
Debra Wilkins, Coordinator, SCOE
Goodell, Porter, Sanchez & Bright, LLP, Auditor



August 26, 2015

Dear Superintendent Karen Schauer,

CALPADS Data Management Recognition

We are pleased to inform you your local educational agency has qualified for the 2014-15 California Longitudinal Pupil Achievement Data System (CALPADS) Data Management Recognition. Congratulations and thank you for your support for the submission and maintenance of high-quality data! Your certificate accompanies this letter. Please extend our congratulations to all those involved in CALPADS submissions, including site and district administrators and staff who work with your student data. In addition to the certificate, your LEA will be recognized on the CALPADS Data Management Recognition webpage at <http://fcmat.org/Pages/Data-Submission-Recognition-Program.aspx>.

As you are aware, data from CALPADS are used for many significant purposes, including the Local Control Funding Formula, the test registration system for the California Assessment of Student Performance and Progress, and the Accountability Progress Reporting system.

The local educational agency (LEA) staff working with CALPADS are integral to keeping CALPADS up-to-date with current, accurate data. Submission deadlines are established each year and LEAs that meet all submission deadlines assist the state in maintaining timely, high-quality data. The California Department of Education and the Fiscal Crisis & Management Assistance Team/California School Information Services (FCMAT/CSIS) have established the CALPADS Data Management Recognition Program to formally commend LEAs that have met all CALPADS deadlines in a given year. The CALPADS Data Management Recognition for 2014-15 is being awarded to LEAs that completed the following CALPADS Data Submissions by the deadline listed below:

- *December 19, 2014 – Fall 1*
- *March 10, 2015 – Fall 2*
- *July 31 2015 – EOY1*, EOY 2, EOY 3 & EOY 4 **
** (only required if LEA has grades 10-12)*

We look forward to continuing to work with your staff as CALPADS data are used in an increasing number of critical data functions.

Sincerely,


Cindy Kazanis

Director

Educational Data Management Division
California Department of Education


Nancy Sullivan

Chief Operations Officer

FCMAT/California School Information Services



California Department of
EDUCATION

California Department of Education
CALPADS
California Longitudinal Pupil Achievement Data System



Data Management Recognition

Presented to

Galt Joint Union Elementary

Awarded to Local Education Agencies that met the initial CALPADS certification deadline for all six data collections (Fall 1, Fall 2, EOY1, EOY2, EOY3, & EOY4), resolved anomalies to achieve an anomaly rate of less than 2% of enrollment, and maintained quality data in the local SIS as well as in CALPADS.

Cindy Kazanis

Cindy Kazanis
Director
Educational Data Management Division
California Department of Education



Nancy J. Sullivan

Nancy Sullivan
Chief Operations Officer
FCMAT/California School Information Services



Board Meeting Agenda Item Information

Meeting Date:	9/23/15	Agenda Item: Reports	
Presenter:	Karen Schauer	Action Item:	
		Information Item:	XX

Superintendent

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Administrators

1. 2015-16 School Fundraisers



Galt Community
EDUCATION SUMMIT
NOVEMBER 5, 2015
5:30-7:00 p.m.
Location TBD

With united efforts to move forward, we can provide a bright future for every Galt learner.



Bright Future Learning Center Superintendent Report

Jennifer Collier, Extended Learning Supervisor Bright Future Learning Center Efforts and Summer Camp Report



- 2014-15 BFLC Club Efforts
- 2015-16 BFLC Club
- 2015 Summer Camp
- Sample Schedule
- College and Career Connections

Bright Future Learning Center Report

September 23rd, 2015

Jennifer Collier

Extended Learning Supervisor





Bright Future Learning Center After School Clubs 2014-2015

Attendance in the BFLC After School Clubs 2014-2015				
	1st Trimester	2nd Trimester	3rd Trimester	# of Students attended After School Clubs
Lake Canyon	134	152	152	438
Marengo Ranch	78	52	34	164
River Oaks	74	65	90	229
Valley Oaks	40	47	32	119
Vernon E. Greer	60	47	49	156
McCaffrey Middle	6	13	19	38
District Total				1144

Now for 2015-2016



Bright Future Learning Center

1st Trimester After School Clubs

2015-2016

LEGO Club (A)	grades 1-3		
LEGO Club (B)	grades 4-6		
Arts&Crafts Club (A)	grades 1-3	Study Club	grades 3-6
Arts&Crafts Club (B)	grades 4-6	Arts&Crafts Club	grades 3-6
Embroidery Club	grades 5-6	Minute to Win It Club	grades 4-6
Worker Bees	grades 4-6	Digital Media Club	grades 4-6
LEGO Club A	grades 1-6	Arts&Crafts Club	grades 1-3
LEGO Club B	grades 1-6	Secret Scientists Club	grades 1-3
Technology Club	grades 5-6	Culinary Cougars Club	grades 5-6
CS First Club	grades 4-6	Running for Rhett Club	grades 1-6
Study Club A	grades 3-6	Classic Games Club	grades 1-3
Study Club B	grades 3-6	Jr. Robotics Club	grades 1-3
LEGO Club	grades 1-6	Extreme Art Club	grades 5-6
Chromebook Club	grades 1-6	SCRATCHm Design Club	grades 5-6
		Build A Bear Club	grades 1-6
		Frisbee Golf Club	grades 4-6
			Magnificent Books Club grades 1-6
			Cup Stacking Club grades 4-6
			My Voice Matters Club grade 6
			Cultural Explorers Club grades 1-3
			LEGO Club grades 1-4
			Tutus and Tops Club grades 5-6
			Robotics Club grades 4-6
			Club Rec. grades 5-6
			LightsCameraAction!Clubgrades4-6
			Go Animate Club grades 1-3
			Knitting Club grades 4-6
			Mystery Chefs Club grades 1-3
			ASES/BFLC Partnership grades 7-8
			Garden Club grades 7-8
			GALEP Horse Masters Club grades 1-8



Bright Future Learning Center 2015-2016

BFLC Learning Tower - Pillars in the BFLC
Library Services ~ College & Career Connection
Social Emotional Leadership ~ STEAM

ABC Mentor Program for 2015-2016
LRHS/ GHS students applied, interviewed, trained, and scheduled in
the BFLC and ASES programs.

BFLC Radio New Series Talent Talks
Top 10 Talents Balconies and Basements



YDN with a Youth Development Institute
in the Vernon E. Greer Elementary BFLC 40 attendees
ASES ~ SOAR ~ BFLC ~ ADMIN





Bright Future Learning Center Summer Camps 2015

81 BFLC Summer Camps.

512 unduplicated students attended summer camp.

In addition:

175 Migrant Education students had weekly access the Greer BFLC Library.

33 Extended Year for Special Education students attended Mondays, Tuesdays, and Thursday the Marengo Ranch BFLC Library.

Students in the SOAR program had daily access to the River Oaks BFLC Library.

College and Career Connection: Curriculum/Handbook.

Galt Heritage Festival Drawing and Writing Activity: What I love about Galt?

Visits to BFLC Summer Camp from Galt's Grandma and Grandpa Cops.



Bright Future Learning Center Summer Camps 2015

Valley Oaks Elementary School

AM Fun in the Sun camp is 1-3 grade

PM Fun in the Sun camp is 4-6 grade

AM LEGO (A) camp is 1-3 grade

PM LEGO (A) camp is 4-6 grade

AM Games! Games! camp is 1-3 grade

PM Games! Games! camp is 4-6 grade

AM Technology camp is 1-3 grade

PM Technology: camp is 4-6 grade

AM Arts & Crafts (A) camp is 1-3 grade

PM Arts & Crafts (A) camp is 4-6 grade

AM LEGO (B) camp is 1-3 grade

PM LEGO (B) camp is 4-6 grade

AM Arts & Crafts (B) camp is 1-3 grade

PM Arts & Crafts (B) camp is 4-6 grade

River Oaks Elementary School

AM Fun in the Sun camp is 1-3 grade

PM Fun in the Sun camp is 4-6 grade

AM Arts & Crafts camp is 1-3 grade

PM Arts & Crafts camp is 4-6 grade

AM LEGO Camp (A) camp is 1-3 grade

PM LEGO Camp (A) camp is 4-6 grade

AM Technology camp is 1-3 grade

PM Technology camp is 4-6 grade

AM LEGO camp (B) is 1-3 grade

PM LEGO camp (B) is 4-6 grade

AM Minute to Win It camp is 1-3 grade

PM Minute to Win It camp is 4-6 grade

AM Celebrate Reading! camp is 1-3 grade

PM Celebrate Reading! camp is 4-6 grade



Bright Future Learning Center Summer Camps 2015

Vernon E. Greer Elementary

AM Fun in the Sun (A) camp is 1-3 grade
PM Fun in the Sun (A) camp is 4-6 grade
AM LEGO Camp (A) camp is 1-3 grade
PM LEGO Camp (A) camp is 4-6 grade
AM Games! Games! camp is 1-3 grade
PM Games! Games! camp is 4-6 grade
AM Arts & Crafts camp is 1-3 grade
PM Arts & Crafts camp is 4-6 grade
AM Brain Teaser camp is 1-3 grade
PM Brain Teaser camp is 4-6 grade
AM Fun in the Sun (B) camp is 1-3 grade
PM Fun in the Sun (B) camp is 4-6 grade
AM LEGO (B) camp is 1-3 grade
PM LEGO (B) camp is 4-6 grade

Marengo Ranch Elementary

AM Fun in the Sun camp is 1-3 grade
PM Fun in the Sun camp is 4-6 grade
AM LEGO Camp (A) camp is 1-3 grade
PM LEGO Camp (A) camp is 4-6 grade
AM Technology camp is 1-3 grade
PM Technology camp is 4-6 grade
AM Arts & Crafts camp is 1-3 grade
PM Arts & Crafts camp is 4-6 grade
AM LEGO Camp (B) camp is 1-3 grade
PM LEGO Camp (B) camp is 4-6 grade
AM Fancy Nancy Book camp is 1-3 grade
PM Harry Potter Book camp is 4-6 grade
AM Indoor Adventure camp is 1-3 grade
PM Indoor Adventure camp is 4-6 grade



Bright Future Learning Center Summer Camps 2015

Lake Canyon Elementary

AM Fun in the Sun (A) camp is 1-3 grade

PM Fun in the Sun (A) camp is 4-6 grade

AM LEGO camp is 1-3 grade

PM LEGO camp is 4-6 grade

AM Arts & Crafts camp is 1-3 grade

PM Arts & Crafts camp is 4-6 grade

AM Technology camp is 1-3 grade

PM Technology camp is 4-6 grade

AM Secret Scientist camp is 1-3 grade

PM Secret Scientist camp is 4-6 grade

AM Fun in the Sun (B) camp is 1-3 grade

PM Fun in the Sun (B) camp is 4-6 grade

AM Cupcakes R Us camp is 1-3 grade

PM Cupcakes R Us camp is 4-6 grade

McCaffrey Middle School

AM Soccer camp is 7-8 grade

AM Cooking (A) camp is 7-8 grade

PM Cooking (B) camp is 7-8 grade

AM Drama camp is 7-8 grade

PM Painting camp is 7-8 grade

AM Arts & Crafts camp is 7-8 grade

AM Cooking (C) camp is 7-8 grade

AM Fun in the Sun camp is 7-8 grade

AM GALEP Horse Masters Camp is 1-4 grade

AM GALEP Horse Masters Camp is 5-8 grade

AM GALEP Horse Masters Camp is 1-4 grade



Bright Future Learning Center Summer Camp Attendance 2015

Valley Oaks Elementary School
129 Students Registered
Attended one camp for one day

Kinder	2/91
1st	26/91
2nd	14/91
3rd	16/91
4th	19/91
5th	11/91
6th	3/91
Female	33/91
Male	52/91
White	20/91
Hispanic	66/91
Black	
Other	5/91
Reduced Lunch	9/91
Free Lunch	36/91
Gate	
EL's	26/91
R-Fep's	5/91

River Oaks Elementary School
128 Students Registered
Attended one camp for one day

Kinder	3/104
1st	14/104
2nd	19/104
3rd	15/104
4th	32/104
5th	15/104
6th	6/104
Female	50/104
Male	54/104
White	44/104
Hispanic	47/104
Black	2/104
Other	11/104
Reduced Lunch	5/104
Free Lunch	42/104
Gate	17/104
EL's	18/104
R-Fep's	6/104

Marengo Ranch Elementary School
112 Students Registered
Attended one camp for one day

Kinder	8/78
1st	11/78
2nd	13/78
3rd	12/78
4th	15/78
5th	16/78
6th	2/78
Female	43/78
Male	35/78
White	43/78
Hispanic	26/78
Black	1/78
Other	8/78
Reduced Lunch	1/78
Free Lunch	21/78
Gate	3/78
EL's	11/78
R-Fep's	1/78



Bright Future Learning Center Summer Camp Attendance 2015

Lake Canyon Elementary School
111 Students Registered
Attended one camp for one day

Kinder	9/87
1st	17/87
2nd	24/87
3rd	13/87
4th	9/87
5th	13/87
6th	2/87
Female	41/87
Male	46/87
White	42/87
Hispanic	34/87
Black	2/87
Other	9/87
Reduced Lunch	5/87
Free Lunch	21/87
Gate	4/87
EL's	9/87
R-Fep's	5/87

Vernon E. Greer Elementary School
127 Students Registered
Attended one camp for one day

Kinder	1/97
1st	19/97
2nd	15/97
3rd	18/97
4th	18/97
5th	14/97
6th	12/97
Female	47/97
Male	50/97
White	37/97
Hispanic	48/97
Black	7/97
Other	5/97
Reduced Lunch	3/97
Free Lunch	35/97
Gate	4/97
EL's	9/97
R-Fep's	5/97

McCaffrey Middle School
94 Students Registered
Attended one camp for one day

7th grade	31/55
8th grade	23/55
Female	30/55
Male	25/55
White	29/55
Hispanic	24/55
Black	
Other	2/55
Reduced Lunch	1/55
Free Lunch	23/55
Gate	7/55
EL's	3/55
R-Fep's	7/55

Technology Camp AM/PM

Day 1

Take Roll	5 minutes
Reading Challenge	15 minutes
Math Challenge	15 minutes
College and Career Connection	10 minutes
<u>AM/PM:</u>	
Google MAPS and Explore: http://explore.org/	20 minutes
Games on Symbaloo	15 minutes
Hand-Out T-shirts	15 minutes
Dismissal	

Day 2

Take Roll	5 minutes
Reading Challenge	15 minutes
Math Challenge	15 minutes
College and Career Connection	10 minutes
<u>AM:</u> Keyboarding	20 minutes
Google MAPS and Explore: http://explore.org/	20 minutes
Share with the group	10 minutes
<u>PM:</u> Cartoon/Comic/ Game Making	45 minutes
https://scratch.mit.edu/	
http://www.readwritethink.org/files/resources/interactives/comic/	
http://www.makebeliefscomix.com/Comix/	
http://code.org/learn	
Dismissal	

Day 3

Take Roll	5 minutes
Reading Challenge	15 minutes
Math Challenge	15 minutes
College and Career Connection	10 minutes
<u>AM:</u> Keyboarding	20 minutes
Google MAPS and Explore: http://explore.org/	20 minutes
Share with the group	10 minutes
<u>PM:</u> Cartoon/Comic/ Game Making	45 minutes
https://scratch.mit.edu/	
http://www.readwritethink.org/files/resources/interactives/comic/	
http://www.makebeliefscomix.com/Comix/	
http://code.org/learn	
Dismissal	

Day 4

Take Roll	5 minutes
Reading Challenge	15 minutes
Math Challenge	15 minutes
College and Career Connection	10 minutes
<u>AM:</u> Keyboarding	20 minutes
Google MAPS and Explore: http://explore.org/	20 minutes
Share with the group	10 minutes
<u>PM:</u> Cartoon/Comic/ Game Making	45 minutes
https://scratch.mit.edu/	
http://www.readwritethink.org/files/resources/interactives/comic/	
http://www.makebeliefscomix.com/Comix/	
http://code.org/learn	
Dismissal	

~~~~~

**Day 5**

|                                                                                                                                                   |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Take Roll                                                                                                                                         | 5 minutes  |
| Reading Challenge                                                                                                                                 | 15 minutes |
| Math Challenge                                                                                                                                    | 15 minutes |
| College and Career Connection                                                                                                                     | 10 minutes |
| <u>AM:</u> Keyboarding                                                                                                                            | 20 minutes |
| Google MAPS and Explore: <a href="http://explore.org/">http://explore.org/</a>                                                                    | 20 minutes |
| Share with the group                                                                                                                              | 10 minutes |
| <u>PM:</u> Cartoon/Comic/ Game Making                                                                                                             | 45 minutes |
| <a href="https://scratch.mit.edu/">https://scratch.mit.edu/</a>                                                                                   |            |
| <a href="http://www.readwritethink.org/files/resources/interactives/comic/">http://www.readwritethink.org/files/resources/interactives/comic/</a> |            |
| <a href="http://www.makebeliefscomix.com/Comix/">http://www.makebeliefscomix.com/Comix/</a>                                                       |            |
| <a href="http://code.org/learn">http://code.org/learn</a>                                                                                         |            |
| Dismissal                                                                                                                                         |            |

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# College and Career Connection

## *Arts & Crafts Camp*



| <b>Chemical Engineers</b>    |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$94,350 per year<br>\$45.36 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |

| <b>Producers and Directors</b> |                                       |
|--------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>         | \$71,350 per year<br>\$34.31 per hour |
| <b>Entry-Level Education</b>   | Bachelor's degree                     |



| <b>Interior Designers</b>    |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$47,600 per year<br>\$22.89 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |

| <b>Materials Engineers</b>   |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$85,150 per year<br>\$40.94 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |



Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)

# College and Career Connection

## *Fun in the Sun Camp*



| <b>Athletes and Sports Competitors</b> |                                   |
|----------------------------------------|-----------------------------------|
| <b>2012 Median Pay</b>                 | \$40,060 per year                 |
| <b>Entry-Level Education</b>           | High school diploma or equivalent |

| <b>Dietitians and Nutritionists</b> |                                       |
|-------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>              | \$55,240 per year<br>\$26.56 per hour |
| <b>Entry-Level Education</b>        | Bachelor's degree                     |



| <b>Fitness Trainers and Instructors</b> |                                       |
|-----------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>                  | \$31,720 per year<br>\$15.25 per hour |
| <b>Entry-Level Education</b>            | High school diploma or equivalent     |

Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)

# College and Career Connection

## *LEGO Camp*



| <b>Brickmasons, Blockmasons, and Stonemasons</b> |                                       |
|--------------------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>                           | \$44,950 per year<br>\$21.61 per hour |
| <b>Entry-Level Education</b>                     | High school diploma or equivalent     |

| <b>Construction and Building Inspectors</b> |                                       |
|---------------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>                      | \$53,450 per year<br>\$25.70 per hour |
| <b>Entry-Level Education</b>                | High school diploma or equivalent     |



| <b>Structural Iron and Steel Workers</b> |                                       |
|------------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>                   | \$46,140 per year<br>\$22.18 per hour |
| <b>Entry-Level Education</b>             | High school diploma or equivalent     |

| <b>Mechanical Engineers</b>  |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$80,580 per year<br>\$38.74 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |



Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)

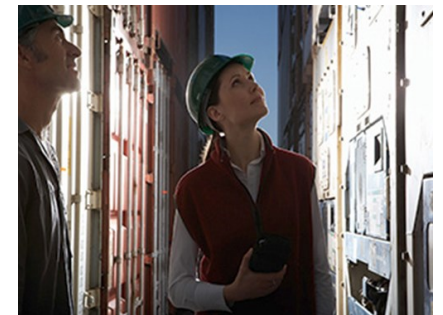
# College and Career Connection

## *Technology Camp*



| <b>Computer Programmers</b>  |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$74,280 per year<br>\$35.71 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |

| <b>Logisticians</b>          |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$72,780 per year<br>\$34.99 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |



| <b>Statisticians</b>         |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$75,560 per year<br>\$36.33 per hour |
| <b>Entry-Level Education</b> | Master's degree                       |

| <b>Mechanical Engineers</b>  |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$80,580 per year<br>\$38.74 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |



Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)



# College and Career Connection

## *Cooking Camp*



| <b>Chefs and Head Cooks</b>  |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$42,480 per year<br>\$20.42 per hour |
| <b>Entry-Level Education</b> | High school diploma or equivalent     |

| <b>Chemical Engineers</b>    |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$94,350 per year<br>\$45.36 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |



| <b>Dietitians and Nutritionists</b> |                                       |
|-------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>              | \$55,240 per year<br>\$26.56 per hour |
| <b>Entry-Level Education</b>        | Bachelor's degree                     |

Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)

# College and Career Connection

## *Games! Games! Games! Camp*



| <b>Athletes and Sports Competitors</b> |                                   |
|----------------------------------------|-----------------------------------|
| <b>2012 Median Pay</b>                 | \$40,060 per year                 |
| <b>Entry-Level Education</b>           | High school diploma or equivalent |

| <b>Logisticians</b>          |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$72,780 per year<br>\$34.99 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |



| <b>Statisticians</b>         |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$75,560 per year<br>\$36.33 per hour |
| <b>Entry-Level Education</b> | Master's degree                       |

| <b>Mechanical Engineers</b>  |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$80,580 per year<br>\$38.74 per hour |
| <b>Entry-Level Education</b> | Bachelor's degree                     |



Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)

# College and Career Connection

## *Drama Camp*



| <b>Reporters, Correspondents, and Broadcast News Analysts</b> |                                       |
|---------------------------------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>                                        | \$37,090 per year<br>\$17.83 per hour |
| <b>Entry-Level Education</b>                                  | Bachelor's degree                     |

| <b>Producers and Directors</b> |                                       |
|--------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>         | \$71,350 per year<br>\$34.31 per hour |
| <b>Entry-Level Education</b>   | Bachelor's degree                     |



| <b>Dancers and Choreographers</b> |                                   |
|-----------------------------------|-----------------------------------|
| <b>2012 Median Pay</b>            | \$15.87 per hour                  |
| <b>Entry-Level Education</b>      | High school diploma or equivalent |

| <b>Musicians and Singers</b> |                                   |
|------------------------------|-----------------------------------|
| <b>2012 Median Pay</b>       | \$23.50 per hour                  |
| <b>Entry-Level Education</b> | High school diploma or equivalent |



Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)

# College and Career Connection

## *Indoor Camping Adventure*



| <b>Forest and Conservation Workers</b> |                                       |
|----------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>                 | \$24,340 per year<br>\$11.70 per hour |
| <b>Entry-Level Education</b>           | High school diploma or equivalent     |

| <b>Chefs and Head Cooks</b>  |                                       |
|------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>       | \$42,480 per year<br>\$20.42 per hour |
| <b>Entry-Level Education</b> | High school diploma or equivalent     |



| <b>Fitness Trainers and Instructors</b> |                                       |
|-----------------------------------------|---------------------------------------|
| <b>2012 Median Pay</b>                  | \$31,720 per year<br>\$15.25 per hour |
| <b>Entry-Level Education</b>            | High school diploma or equivalent     |

| <b>Musicians and Singers</b> |                                   |
|------------------------------|-----------------------------------|
| <b>2012 Median Pay</b>       | \$23.50 per hour                  |
| <b>Entry-Level Education</b> | High school diploma or equivalent |



Do you want to know more...? Check it out... [www.bls.gov](http://www.bls.gov)







## Community Facilities Survey Results **Superintendent Report**

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In September, 400 community members reflecting voter demographics of likely June and November 2016 voters were surveyed by Isom Advisors. A survey results presentation will be provided by Jon Isom to specifically cover community feedback for facilities priorities, attitudes toward the District, tax rate tolerances, and overall feasibility for a local General Obligation Bond. In addition, a recommendation will be provided and next steps discussed



## Central Valley Foundation Annual Report **Curriculum Report**

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The Galt Joint Union Elementary School District completed the first year of a three-year grant with funding for \$599,978 from the Central Valley Foundation. The Bright Future for Galt English Learner project places an emphasis on the unique learning needs of every English language learner through three focus areas: 1.) personalized learning approaches, 2.) multi-year training for all teachers and administrators and 3.) English Language Development (ELD) coaching.

The Central Valley Foundation is a non-profit charitable organization dedicated to supporting children who are English language learners, the First Amendment and quality of life in the California's Central Valley.

The 2014-15 Annual Report with the Grant Activity Table is included for report background.

|                 |                     |
|-----------------|---------------------|
| District:       | GJUESD              |
| Submitted by:   | Donna Mayo-Whitlock |
| Date Submitted: | June 17, 2015       |

## Year 1 (2014-15) Annual Report Narrative

Please provide a brief summary of your project's progress, major accomplishments and any major challenges encountered.

### GALT: Growing And Learning Together

Personalizing learning approaches for both adult and student learners has been our goal for advancing our work for English Language Learners. In Year 1 substantial progress was made in this area with two .5 FTE ELD Coaches, five full-time academic coaches, thirteen site administrators and our first cadre of 100 teachers attending training and receiving coaching. The following excerpt is from the original CVF grant proposal:

**The Bright Future for Galt English Language Learners proposal has two main goals:**

1. *100% of the English language learners in GJUESD meet their Personalized Learning Plan goals.*
2. *100% GJUESD educators receive and implement training through a Trainer of Trainers Professional Development and Coaching Model that creates highly effective teachers and administrators for English Language Development.*

*The multi-year professional development and coaching develops capacity with teachers and administrators for highly effective personalized learning environments for English learners. Beginning with summer institutes and lead teacher development, every school will increase their capacity to address quality English learner instruction with increased focus and expertise to expertise to address Long-term English learners.*

-Page 3 CVF Grant Proposal

### Personalized Learning Approaches.... "Because one-size doesn't fit all"

#### I. Student Learners

The over-arching goal of the Galt Joint Union Elementary School District is to "*Inspire Learners- One Plan at a Time*". Now, for the first time ever, 100% of English Language Learners have Personalized Learning Plans (PLPs) that includes ELD growth goals. The "learner-centered" ELD Actions are aligned with the new ELD Standards. An example of a student action on the PLP: "the student will increase interaction in meaningful ways through collaborative discussions, active listening or delivering oral and written presentations." Another example of an ELD Action is "the student will increase their knowledge of how English works by expanding use of verbs and verb phrases or using more complex sentences."

Substantial progress was also made in the area of *Youth Voice for Reflection and Action*. This took place through Long Term English Learner (LTEL) interviews, listening circles and student surveys. The interviews with 25 LTELS in grades 6-8 gave leaders insight into the ELL students' background, feelings/attachment to school, experiences in the classroom, perception of academic success and dreams for the future. Leaders will continue to study these student responses to gauge future professional development and look more closely into the reasons that prevent ELLs from reaching reclassification. The goals of the Listening Circles (using a "fishbowl" format) and student surveys were to 1. Give youth the opportunity to express their ideas, goals, dreams, and wishes and, 2. Continuously improve the Local Control and Accountability Plan (LCAP) through youth and adult learner collaboration.

## **II. Adult Learners**

Teachers and administrators were also inspired in Year 1 though a focus on personalization. 100% of teachers and administrators have an Educator PLP (EPLP). A goal option on the EPLP was the implementation of RALLI core routines to increase English language development and ELL achievement. To support EPLP goals related to ELL instruction the district offered 23 different ELL-focused workshops and trainings (total attendance of over 800) that focused on ELD Standards and improving instruction. There was also greater personalization of individuals' PD needs such as: more teacher choice, grade level/span specific PD, and a greater selection of PD (Summer Institutes, summer mini-workshops, Menu Mondays, 5<sup>th</sup> Wednesdays, 6 Staff Development/collaboration days, site-based trainings).

A major adult learner accomplishment was implementing the ELD coaching model to personalize the learning/knowledge teachers acquired in PD. 92 teachers 5 coaches and 11 administrators requested and received coaching and support from our ELD Coaches during the year. ELD coaches met monthly with district academic coaches and planned for PD together. ELD coaches met with individual teachers and grade levels after school during PLC collaborations or during the day through release time. The time was spent working with teachers in a variety of areas that included: modeling ELD and RALLI lessons, writing and co-constructing RALLI lessons, the ELD standards, ELD groupings, identifying interventions, foundational reading instruction and language transfer. Twelve teachers have risen from this group of teachers to continue this work as ELL Lead Teachers in Year 2. ELD progress as a whole is being made district-wide with 63% of designated ELD classes visited showing evidence of RALLI/CALL.

Implementation progress was also made with our site administrators. Eleven of thirteen site administrators met with ELD Coaches for personalized coaching based on the unique needs of their sites. At middle school, the ELD coach and the site administrators participated in multiple walk-thrus of the ELA support classes and

held PLC meetings. As a result, leaders recognized the need for ELLs in those support classes to receive academic language development (ALD) based on the ELD Standards. The ELD Coach is working with site administrators and ELA teachers to open up ALD Support Classes for ELLs in grades 7-8 in the fall.

### **Challenges and Opportunities**

One challenge is in the area of evaluation. We are grappling with the *collection of evidence of effective ELD instruction* and also *the need to evaluate a program's effectiveness based on student outcomes*. Principals currently complete a District-designed mini-observation form during their classroom walk-thrus. The mini-observation focuses on lesson effectiveness through *learner-outcomes* rather than by *"What the teacher is doing"*. If an ELD observation tool is to be implemented it will need to be aligned with the District Mini-Observation Form...not simply a check-off list of teacher observed strategies. Our District is also working with West Ed to advance program evaluation using an array of data such as CCSS assessments, student voice, PLP progress and participation in expanded learning opportunities. The goal is to discover what's making a difference for learners and what's not.

Other challenges in the first year were changing some of the teachers' mind-sets and building their independence for planning ELD with their grade level teams. Although ELD Coaches have fostered a better understanding for the "what/why" of ELD instruction for ELLs, continued work with some teachers' to deepen their understanding of daily designated ELD is needed. Sites also continue to have diverse needs for teacher training and support. The extended writing of ELD lessons and modeling RALLI instruction in individual teachers' classrooms resulted in some teachers becoming dependent on pre-written lessons. The ELD Coach and ELL Lead Teachers will place a stronger focus of the "How" of EL instruction and co-constructing lessons with teachers; keeping in mind that adult learners, just like student learners, need different amounts of time, support, scaffolding and encouragement.

Many of grant activities implemented in Year 1 gave teachers new "tools" to include in their "tool belt" to implement the CCSS. When these EL strategies or tools were incorporated into instruction, our ELLs benefited. Goals for 2015-16 school year include increased personalization and youth voice in the goals/action on the PLPs and building greater site capacity through training, coaching and work through ELL Lead teachers. With a continued focus on a growth mindset for students and educators, the grant activities in Year 2 will continue to move ALL learners forward.

|                 |  |
|-----------------|--|
| District:       |  |
| Submitted by:   |  |
| Date Submitted: |  |

## Year 1 (2014-15) Annual Report

### **Goals**

Please provide a brief description of goals that were exceeded and/or not met, if any.  
(You may attach one additional page for a maximum of two pages.)

#### Goal 1:

**100% English language learners will meet or exceed *Personalized Learning Plan (PLP) goals.***

- **Met Engagement Goal on PLP:  $665/759 = 88\%$**

The original CVF goal was written very generally and did not specify which goal on the student PLP was being measured. Goal 4 below measures growth targets on the PLP for Reading-language Usage. Therefore the PLP Engagement goal is being reported on for Goal 1.

In order to measure the progress made towards meeting the Engagement goal, every teacher is held accountable to building relationships with ALL of his/her students. The focus for engagement is on each individual child and each child has an action that specifically identifies what needs to be accomplished in order to build that child's enthusiasm for learning. Observations and evidence of a student meeting his/her engagement goal include: Completing classwork & homework, effort, citizenship, participation, tardies, absences, involvement in school clubs/enrichment.

#### Goal 2:

**100% English language learners will advance *one level* on CELDT for each year of participation in the project.**

- **Met ELD Goal on PLP:  $317/615 = 52\%$**

The CELDT results reported on to determine if the ELL met his/her ELD PLP goal compared 2013 and 2014 CELDT results. Because the CELDT is given in the fall, it is measuring progress made as a result of instruction that occurred in the prior school year. 52% is below the Title III 2014-15 target of 60.5% for ELLs making annual progress. The results of the CELDT to be given in the fall of 2015 should reflect the work being accomplished in our district through the CVF grant to improve instruction for ELLs.

### Goal 3:

**100% English language learners will advance at least *one rubric level* on the district writing assessment.**

- **Met Writing Informative/Explanatory Task on PLP: 265/565 = 47%**

There are three writing tasks reported on each trimester on the *PLP Learner Information Page*. The end-of-year benchmark is a score of 3 on the district's writing rubric on each task. Reported above is the percent of ELLs that met or exceeded the end-of-year benchmark for the Informative/Explanatory Task. The Informative/Explanatory Task was selected because of the P.D. focus of RALLI being implemented with complex informational text in the content areas.

### Goal 4:

**100% English language learners will meet or exceed projected *growth targets* for Common Core State Standards in Language Arts.**

- **Met growth targets for MAP Reading & Language Usage: 460/759 = 61%**

When students take the NWEA Measures of Academic Progress (MAP) assessment in the first trimester of school they receive an overall RIT score and also a Projected Annual Growth goal. On the PLP Goal-Setting page, each student has a personal goal and action that are designed to move the student closer towards meeting his/her growth goal at the end of the year.

### Goal 5:

**100% of teachers participating in RESULTS: Academic Language and Literacy Instruction (RALLI) will demonstrate evidence of implementing English Language Development practices.**

- **Showed evidence of RALLI/CALL Implementation: 92/100 = 92%**

50 teachers attended the 4-day RALLI Summer Institute and 50 teachers attended the 2-day RALLI Fall Institute in the Year 1 cohort of the CVF grant. The teachers who requested and received coaching or participated in the following activities demonstrated evidence of RALLI/CALL implementation: Classroom observations, coaching as individuals or in PLC grade level groups, RALLI/ELD planning/discussion during Academic Conferences and site ELD meetings.



**Form 3 - ACTIVITIES**

The activities below were listed in the Activity Table of your proposal. Please indicate whether activities have taken place by writing "yes" or "no" in the column, as indicated. In the section at the end of this form, please list any new activities that took place in addition to those you had proposed.

- For any "no" answers or new activities, please describe on Form 3-A

|                   |                     |
|-------------------|---------------------|
| Name of District: | GALT JUESD          |
| Submitted By:     | Donna Mayo-Whitlock |
| Date Submitted    | June 17, 2015       |

| Activity                                     | PARTICIPANTS        |                                                                                           | DATES                                  | Please write "Yes" or "No" | If "yes," please list dates and actual #s of participants (indicating students/non-students) |                  |
|----------------------------------------------|---------------------|-------------------------------------------------------------------------------------------|----------------------------------------|----------------------------|----------------------------------------------------------------------------------------------|------------------|
|                                              | Total # Students    | Total # Non-Students                                                                      | Proposed Start & End Dates (Mo/Yr)     | Did Activity Occur?        | Dates                                                                                        | #                |
| Coordinate/Plan ELL Professional Development | ELLs in Grades TK-8 | 173 Teachers, 13 Site Admins, 4 District Admins, 6 Curriculum Coaches, 1 ELD Coach        | June-December 2014 & January-June 2015 | YES                        | July 2014-June 2015                                                                          | 197 non-students |
| RALLI K-3 Summer Institute                   | ELLs in Grades TK-3 | 25 Teachers, 6 Curriculum Coaches, 1 ELD Coach, 1 Prevention and Intervention Coordinator | June 2014                              | YES                        | Aug. 4-7, 2014                                                                               | 39 non-students  |
| RALLI 4-8 Summer Institute                   | ELLs in Grades 4-8  | 25 Teachers, 6 Curriculum Coaches, 1 ELD Coach, 1 Prevention and Intervention Coordinator | June 2014                              | YES                        | Aug. 4-7, 2014                                                                               | 15 non-students  |

|                                           |                        |                                                                                                                 |                                      |     |                                                                      |                                  |
|-------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------|-----|----------------------------------------------------------------------|----------------------------------|
| RALLI practicum                           | ELLs in Grades TK-7    | 50 Teachers, 6 Curriculum Coaches, 1 ELD Coach, 1 Prevention and Intervention Coordinator                       | June-July 2014                       | YES | 6/16/14<br>7/11/14                                                   | 7 non-students                   |
| ELL Master Plan Revision Work             | ELLs in Grades Pre-K-8 | 13 Site Administrators, 7 Site Lead EL Teachers                                                                 | July & November 2014 & February 2015 | YES | July 2014<br>Nov. 4, 2014                                            | 20 non-students                  |
| Board of Trustee Reports                  | ELLs in Grades TK-8    | 5 School Board Members, 7 Principals, 4 District Admins                                                         | August & December 2014 & April 2015  | YES | Aug. 20, 2014<br>Dec. 10, 2014                                       | 15 non-students                  |
| ELL Program Lead Teacher Training         | ELLs in Grades TK-8    | 7 Teachers, 6 Curriculum Coaches                                                                                | August 2014                          | YES | Aug. 12, 2014                                                        | 10 non-students                  |
| Instructional Assistant Training          | ELLs in Grades TK-8    | 50 Instructional Assistants                                                                                     | August 2014                          | YES | 9/10/14,<br>9/11/14,<br>9/17/14,<br>9/24/14,<br>10/1/14,<br>10/15/14 | 50 non-students                  |
| Long-Term English Learner Presentation    | ELLs in Grades TK-8    | 13 Site Admins, 6 Curriculum Coaches, 1 ELD Coach, 4 District Admins, 1 Prevention and Intervention Coordinator | August 2014                          | YES | 10/27/14<br>12/9/14                                                  | 25 non-students                  |
| Create ELL Profiles for <b>grades 4-8</b> | ELLs in Grades 4-8     | 80 Teachers, 13 Site Admins, 6 Curriculum                                                                       | September 2014                       | YES | Oct. 2014                                                            | 222 Students<br>100 non-students |

|                                                                             |                                       |                                                    |                                            |     |                                 |                              |
|-----------------------------------------------------------------------------|---------------------------------------|----------------------------------------------------|--------------------------------------------|-----|---------------------------------|------------------------------|
|                                                                             |                                       | Coaches                                            |                                            |     |                                 |                              |
| Conduct LTEL Student Interviews <b>grades 6-8</b>                           | ELLs in Grades 6-8                    | 51 Teachers, 13 Site Admins, 6 Curriculum Coaches  | October 2014                               | YES | Nov.-Jan. 2015                  | 25 students                  |
| LTEL Data Review                                                            | ELLs in Grades 4-8                    | 51 Teachers, 13 Site Admins, 6 Curriculum Coaches  | October 2014                               | YES | Nov. 2014, Dec. 2014, Jan. 2014 | 70 non-students              |
| Site Academic Conferences, ELD Meetings or Staff Meetings:                  | ELLs in Grades TK-8                   | 173 Teachers, 13 Site Admins, 6 Curriculum Coaches | September-December 2014 & January-May 2015 | YES | Sept. 2014-May 2015             | 187 non-students             |
| Back-To-School Nights                                                       | ELLs in Grades TK-8                   | 500 Parents of ELLs                                | August 2014                                | YES | August 2014                     | 500 non-students (approx.)   |
| Lexia Placement Assessments; <b>grades TK-6</b>                             | ELs in Grades TK-6 – 733 ELL Students | N/A                                                | September 2014                             | YES | September 2014                  | 709 Non-Students             |
| Student computer courseware learning; <b>grades TK-6</b>                    | ELs in Grades TK-6 – 733 ELL Students | N/A                                                | September-December 2014 & January-May 2015 | YES | Sept. 2014-May 2015             | 600 students                 |
| PLP goal setting conferences with ELL students & parents; <b>grades 4-8</b> | ELs in Grades 4-8<br>100 ELL Students | 100 Parents of ELLs                                | October 2014                               | YES | Nov. 2014                       | 222 students & their parents |
| Implement ELD Observation Tool                                              | ELs in Grades                         | 13 Site Admins, 100 Teachers                       | November 2014                              | NO  |                                 |                              |

|                                                                                         |                    |                                                                              |                                                         |     |                               |                                             |
|-----------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------|---------------------------------------------------------|-----|-------------------------------|---------------------------------------------|
|                                                                                         | TK-8               |                                                                              |                                                         |     |                               |                                             |
| CRLP RALLI K-3 Teacher Fall 2-Day Institute                                             | ELs in Grades TK-3 | 25 Teachers                                                                  | October 2014                                            | YES | Oct. 2015                     | 26 non-students                             |
| CRLP RALLI 4-8 Teacher Fall 2-day Institute                                             | ELs in Grades 4-8  | 25 Teachers                                                                  | November 2014                                           | YES | Oct. 2015                     | 34 non-students                             |
| RALLI Classroom Observations, Coaching & PLC grade level groups                         | ELs in Grades TK-8 | 173 Teachers                                                                 | September-December 2014 & January-May 2015              | YES | Sept. 2014-May 2015           | 92 non-students (un-duplicated)             |
| District PLC Collaborations, EL Workshops & RALLI/CRLP Follow-up workshops for teachers | ELs in Grades TK-8 | 173 Teachers, 13 Site Admins, 6 Curriculum Coaches, 1 ELD Coach              | September-December 2014 & January-May 2015              | YES | Sept., Oct., Nov. Jan. April, | 639 non-students (total attendance numbers) |
| CRLP Administrator Sessions                                                             | ELs in Grades TK-8 | 13 Site Admins, 4 District Admins, 1 Prevention and Intervention Coordinator | September & December 2014 & March & June 2015           | YES | Aug. 2014-May 2015            | 18 non-students                             |
| RALLI site implementation & CRLP principal coaching                                     | ELs in Grades TK-8 | 51 Teachers, 13 Site Admins, 6 Curriculum Coaches, 1 ELD Coach               | August 2014                                             | YES | Sept.-May 2015                | 11 non-students                             |
| CRLP follow-up for coaches and lead teachers                                            | ELs in Grades TK-8 | 6 Curriculum Coaches, 1 ELD Coach, 7 Teacher Leaders                         | September & November 2014 & January, March & April 2015 | YES | Aug. 2014-May 2015            | 14 non-students                             |

| <p style="text-align: center;"><b>NEW ACTIVITIES</b></p> <p>Please describe any new project activities that took place in addition to those you had proposed.</p> <ul style="list-style-type: none"> <li><i>Please describe the reason(s) they were added on Form 3-A.</i></li> </ul> | <p style="text-align: center;">Total # of Student Participants</p> | <p style="text-align: center;">Total # of Non-Student Participants</p> | <p style="text-align: center;">Date of Activity</p>         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------|
| <p>Summer CRLP Mini-workshops</p>                                                                                                                                                                                                                                                     | <p style="text-align: center;">0</p>                               | <p style="text-align: center;">25</p>                                  | <p style="text-align: center;">June 18 and June 30 2015</p> |
| <p>Quarterly ELL Lead Teacher study-group sessions</p>                                                                                                                                                                                                                                | <p style="text-align: center;">0</p>                               | <p style="text-align: center;">19</p>                                  | <p style="text-align: center;">Sept., Dec., Feb., May</p>   |
| <p>RALLI/CALL follow-up meetings</p>                                                                                                                                                                                                                                                  | <p style="text-align: center;">0</p>                               | <p style="text-align: center;">19</p>                                  | <p style="text-align: center;">Monthly Aug.-May</p>         |
| <p>Quarterly whole-group administrator PLC sessions</p>                                                                                                                                                                                                                               | <p style="text-align: center;">0</p>                               | <p style="text-align: center;">15</p>                                  | <p style="text-align: center;">Aug., Nov., Feb., May</p>    |
|                                                                                                                                                                                                                                                                                       |                                                                    |                                                                        |                                                             |
|                                                                                                                                                                                                                                                                                       |                                                                    |                                                                        |                                                             |



## Migrant Education Program Curriculum Report

---

1. Donna Whitlock, Prevention & Intervention Coordinator
  - Central Valley Foundation, English Language Learner Grant
  - Migrant Education Program
  
2. Gerardo Martinez, Assistant Principal, McCaffrey Middle School
  - Migrant Education Services Summer Program





# Summer Academy

19 Instructional Days

---

8:00-12:00

June 22<sup>nd</sup> – July 17<sup>th</sup>



# Major Accomplishments



- ✦ Learner engagement and participation
- ✦ Learner Academic and Personal Growth
- ✦ Community Involvement

# Program Participation



- ✦ Number of learners who participated in the program 150
  
- ✦ Number of learners who completed the program 129

# Program Participation

✦ TK-Kinder 21

✦ 1<sup>st</sup> Grade 19

✦ 2<sup>nd</sup> Grade 17

✦ 3<sup>rd</sup> Grade 21

✦ 4<sup>th</sup> Grade 22

✦ 5<sup>th</sup> Grade 18

✦ 6<sup>th</sup> Grade 10

✦ 7<sup>th</sup> Grade 15

✦ 8<sup>th</sup> Grade 7

# Fieldtrips / Assemblies



- ✦ Micke Grove Zoo
- ✦ Crocker Art Museum
- ✦ WOW Museum
- ✦ Micke Grove Zoo Assembly
- ✦ Fire Department Assembly
- ✦ Taekwondo Assemblies
- ✦ California Mini-Corps Puppet Show

# Professional Development



✦ RALLI mini-workshop with Gail Bruce

✦ ENRICHING STUDENT GROWTH

✦ Learner engagement

✦ Hands on Common Core  
Instruction

✦ June 18<sup>th</sup>

✦ June 30<sup>th</sup>

# Learner Growth



| Assessment  |      | Pre | Post |
|-------------|------|-----|------|
| Mathematics | Mean | 59% | 73%  |
|             |      |     |      |
| Writing     | Mean | 51% | 69%  |
|             |      |     |      |





# Questions



## 2015-16 School Fundraisers Administrators Report

### Fairsite School Readiness Center

September

- Popcorn Palace Sales for School Site Use

October

- Scholastic Book Fair for School Site Use

February

- Little Cesar's Pizza Sales for School Site Use

March

- Scholastic Book Fair for School Site Use

### Lake Canyon Elementary School

September

- Mountain Mikes Pizza Fundraiser (PTA)

October

- Mismatched Mile Fundraiser (PTA)

November

- Wreath Fundraiser (PTA)

April

- Carnival (PTA)

May

- Mexican Dinner Fundraiser for School-wide Use

### Greer Elementary School

October

- Movie Night Food Sales for Science Camp and School-wide use
- Fall Carnival Fundraiser for Classroom use

November

- Book Fair for Bright Future Learning Center
- A to Z Fundraiser for School-wide use

December

- Holiday Grams Sales for Student Council

February

- Valentine Grams Sales for Student Council
- Movie Night Food Sales for Science Camp and School-wide use

March

- Jog-a-thon Fundraiser for School-wide use

April

- Spaghetti Bingo Night for School-wide use
- Book Fair for Bright Future Learning Center

### River Oaks Elementary School

September

- Jog-A- Thon
- PTA Memberships
- School Spirit Wear

October:

- Fall Festival
- PTA Memberships
- Chocolate Candy Fundraiser for Sly Park through March
- Book Fair for Bright Future Learning Center
- Boo Grams
- Yo-yo Sales for NED Show

November:

- School Spirit Wear
- Movie Night

December:

- Holiday Store (no profit)
- Santa Grams

May:

- Mexican Dinner

### McCaffrey Middle School

February

- Chocolate Sales for Band and Choir

March

- Chocolate Sales for Band and Choir

### Valley Oaks Elementary School

October

- Popcornopolis - for Parent Teacher Organization (PTO)
- Fall Carnival for Student Council Use

February

- Family Bingo Night for PTO
- Family Movie Night for PTO

April

- Jog-a-thon Fundraiser for School-site use
- Día del Niño for PTO

### Marengo Ranch Elementary School

September

- Jog-a-thon Fundraiser for School-wide Use

October

- Cookie Dough Sales for School-wide Use

*\*Ongoing Fundraiser Programs may include Raley's Quality of Life Card, Target Rewards, General Mills Box Tops for Education, E-Scrip, Popsicles every Friday and Pencil Machines.*



## Board Meeting Agenda Item Information

| <b>Meeting Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 9/23/15       | <b>Agenda Item: 131.662 Consent Calendar</b> |                               |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------|-------------------------------|------|-------|------------|--|---------|---------|------------|-------------------------------|-----------|---------|-------------|-------------------------------|---------|--------|---------------------|-------------------------------|-----------|------|-----------|-------------------------------|--------|--------|-----------------|-------------------------------|
| <b>Presenter:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Karen Schauer | <b>Action Item:</b>                          | XX                            |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               | <b>Information Item:</b>                     |                               |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
| <p>a. Approval of the Agenda</p> <p>b. Minutes: September 10, 2015 Special Board Meeting<br/>Minutes: August 19, 2015 Regular Board Meeting</p> <p>c. Payment of Warrants –<br/> <u>Certificated/Classified Payrolls Dated:</u> 8/31/15, 9/10/15, 9/11/15<br/> <u>Vendor Warrants:</u> #16303699- 16303737, #16304532- 16304555, #16305276- 16305316,<br/>           #16306450- 16306477, #16306970- 16306971, #16307334- 16307362</p> <p>d. Personnel<br/>           1. Resignations/Retirement</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 20%;">Last</th> <th style="width: 20%;">First</th> <th style="width: 30%;">Assignment</th> <th style="width: 30%;"></th> </tr> </thead> <tbody> <tr> <td>Lambert</td> <td>Theresa</td> <td>Bus Driver</td> <td>Resignation effective 8/24/15</td> </tr> <tr> <td>Mattingly</td> <td>Melissa</td> <td>Inst. Asst.</td> <td>Resignation effective 8/31/15</td> </tr> <tr> <td>Grummel</td> <td>Ashley</td> <td>Sp. Ed. Inst. Asst.</td> <td>Resignation effective 8/17/15</td> </tr> <tr> <td>Shewmaker</td> <td>Matt</td> <td>Custodian</td> <td>Resignation effective 8/17/15</td> </tr> <tr> <td>Sutton</td> <td>Elisha</td> <td>Yard Supervisor</td> <td>Resignation effective 9/30/15</td> </tr> </tbody> </table> <p>e. New Hires</p> <p>f. Donations</p> <p>g. 2015/16 Supplemental Education Services Providers</p> <p>h. Nonpublic, Non-Sectarian School/Agency Services Master Contract</p> <ul style="list-style-type: none"> <li>• Guiding Hands School, Inc.</li> </ul> |               |                                              |                               | Last | First | Assignment |  | Lambert | Theresa | Bus Driver | Resignation effective 8/24/15 | Mattingly | Melissa | Inst. Asst. | Resignation effective 8/31/15 | Grummel | Ashley | Sp. Ed. Inst. Asst. | Resignation effective 8/17/15 | Shewmaker | Matt | Custodian | Resignation effective 8/17/15 | Sutton | Elisha | Yard Supervisor | Resignation effective 9/30/15 |
| Last                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | First         | Assignment                                   |                               |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
| Lambert                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Theresa       | Bus Driver                                   | Resignation effective 8/24/15 |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
| Mattingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Melissa       | Inst. Asst.                                  | Resignation effective 8/31/15 |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
| Grummel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Ashley        | Sp. Ed. Inst. Asst.                          | Resignation effective 8/17/15 |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
| Shewmaker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Matt          | Custodian                                    | Resignation effective 8/17/15 |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |
| Sutton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Elisha        | Yard Supervisor                              | Resignation effective 9/30/15 |      |       |            |  |         |         |            |                               |           |         |             |                               |         |        |                     |                               |           |      |           |                               |        |        |                 |                               |

**Galt Joint Union Elementary School District**  
**Board of Education**  
*“Building a Bright Future for All Learners”*

**Regular Board Meeting**  
Board of Education  
Galt Joint Union Elementary School District

**Thursday, September 10, 2015**  
Galt Joint Union Elementary School District  
1018 C Street, Suite 210, Galt, CA 95632

**Board Members Present**

John Gordon  
Kevin Papineau  
Matthew Giblin  
Wesley Cagle  
Grace Malson- absent

**Administrators Present**

Karen Schauer    Claudia Del Toro-Anguiano  
Robert Nacario    Donna Mayo-Whitlock  
Jamie Hughes

**MINUTES**

**A. Closed Session** was called to order at 5:40 p.m. by John Gordon. Wesley Cagle entered closed session at 5:55 p.m.

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
2. PUBLIC EMPLOYEE APPOINTMENT, Government Code §54957
  - Title: Interim Director of Business Services
3. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Claudia Del Toro-Anguiano, Robert Nacario
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees

**B. Closed Session Adjourned** at 6:07 p.m. The open meeting was called to order at 6:08 p.m. by John Gordon followed by the flag salute. He announced the following action taken in closed session.

2. PUBLIC EMPLOYEE APPOINTMENT, Government Code §54957
  - Title: Interim Director of Business Services

The Board took action to appoint Tom Barentson to Interim Director of Business Services by a vote of 4 Ayes by John Gordon, Kevin Papineau, Wesley Cagle and Matthew Giblin. Grace Malson was absent.

**C. Reports**

Superintendent

1. Bright Future Learning Continuous Improvement Data and Implications for Action
  - Karen Schauer reported that researchers from West Ed are analyzing the 2015 spring continuous improvement stakeholder survey for youth, teachers and parents. The survey will be presented to the Board at a future board meeting.

- Karen Schauer reported that Smarter Balanced State Testing results will be available soon. The results will be presented at a future board meeting to share baseline results. She underscored that the District is doing systems work and has been very strategic in rolling things out. The baseline information can be used for personalized learning goal setting.

John Gordon asked if the District will calibrate data for instruction versus who is above the line and who isn't.

Karen Schauer stated that we were required to use a proficiency model in the past. We are now using a growth model. GJUESD is working to align resources, technology and curriculum.

Calibration supports consistency with evaluation practices. It is important that we are on the same page with learning indicators. She indicated the District is working with GEFA and management to improve efforts with technical assistance through the REEd grant program to help with calibration.

In addition, GJUESD is considering cognitive coaching for administration and teacher leaders through the REEd efforts.

- Karen Schauer reported that the 2015 Race To The Top-District Annual Performance Report (APR) is due by September 30, 2015.

## 2. Facilities Master Plan Implementation Update and Joint Powers Authority (JPA) Implications

- Karen Schauer provided an overview of the Facility's Master Plan (FPM) acceptance process prior to Board adoption. She indicated that presentations were made at each back-to-school night and a community phone survey is currently being administered. The results of the presentations feedback and phone surveys will be brought back to the September Board meeting for review.
- Karen Schauer reported on Joint Powers Authority (JPA) accounts and Facilities Improvement Funds. She indicated that the JPA will meet on September 21<sup>st</sup> and may take action to request a withdrawal of \$1 million for facility's needs. At the JPA meeting, Debbie Schmidt will provide information on the Galt Schools JPA Local Agency Investment Fund (LAIF).

## D. Recommended Actions/New Business

|         |                                                                                                                                                                                            |                         |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 131.657 | A motion was made by Kevin Papineau to approve GJUESD Contract of Employment for Tom Barentson, Interim Director of Business Services, seconded by Matthew Giblin and unanimously carried. | Int Bus Dir<br>Contract |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|

|         |                                                                                                                                                                                                                                                                                                                                                                                                                             |                                         |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 131.658 | A motion was made by Matthew Giblin to approve the 2014-15 Unaudited Actuals and 2015-16 Budget Revisions, seconded by Wesley Cagle and unanimously carried.                                                                                                                                                                                                                                                                | Unaudited Actuals & Budget Rev          |
| 131.659 | A motion was made by Wesley Cagle to approve Resolution #4: 2015-16 GANN Limit, seconded by Matthew Giblin and unanimously carried.                                                                                                                                                                                                                                                                                         | GANN Limit                              |
| 131.660 | A motion was made by Kevin Papineau to approve Out of State Conference Attendance by Karen Schauer, John Gordon, Claudia Del Toro-Anguiano, and Kim Lizama for the Race To The Top-District 2015 Annual Convening in Washington, DC, October 15-16, seconded by Wesley Cagle and unanimously carried.                                                                                                                       | Out-of-State Conf<br>RTT-D              |
| 131.661 | <p>A Public Hearing was held for Professional Development Educator Effectiveness Expenditure Plan.</p> <p>Kim Lizama, Teacher, commented that this it is very exciting for educators to have funds for meaningful professional development opportunities.</p> <p>Myla Frantson stated that some of the funds would be used to support BTSA (Beginning Teacher Support and Assessment) and PAR (Peer Assistance Review).</p> | Public Hearing<br>Ed Effect<br>Exp Plan |

**E. Board Discussion**

1. Governance Team Continuous Improvement

Gov  
Team  
Cont  
Imp

The Board discussed the National School Board Association's research on what makes a school board effective, and how that research can inform their work on behalf of the students in the district. The Board discussed and prioritized the following areas for continuous improvement considerations:

- **Data:** We embrace and monitor data and use it to drive continuous improvement.
- **High Expectations:** We share the belief that all children can learn at a high level.
- **Vision:** Our vision and goals are focused on learning.
- **Board Growth:** We take part in training and team development in order to build knowledge, values and commitments.
- **Resource Use:** We ensure that resources are aligned with goals.
- **Communications:** We have a communications structure to inform and engage stakeholders.
- **United Team:** We lead as a united team with the superintendent, with strong collaboration and mutual trust.
- **Transparency:** We have a collaborative, open relationship with staff and community.



**F. Pending Agenda Items**

1. Curriculum, Instruction, Assessment, Technology Alignment
2. Technology Analysis for Board Members
3. Special Education Services
4. School Furniture Analysis
5. Migrant Education

**G. Adjournment**

The meeting adjourned at 8:35 p.m.

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Matthew Giblin, Clerk

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Date

**Galt Joint Union Elementary School District**  
**Board of Education**  
*“Building a Bright Future for All Learners”*

**Regular Board Meeting**  
Board of Education  
Galt Joint Union Elementary School District

**Wednesday, August 19, 2015**  
Galt City Hall Chambers  
380 Civic Drive, Galt, CA 95632

**Board Members Present**

John Gordon  
Kevin Papineau  
Matthew Giblin  
Wesley Cagle  
Grace Malson

**Administrators Present**

|                |                           |
|----------------|---------------------------|
| Karen Schauer  | Claudia Del Toro-Anguiano |
| Robert Nacario | Donna Mayo-Whitlock       |
| Lois Yount     | Jamie Hughes              |
| Laura Marquez  | Judith Hayes              |
| Donna Gill     | Jennifer Porter           |
| Ron Rammer     | Emily Peckham             |

## MINUTES

- A. Closed Session** was called to order at 6:17 p.m. by John Gordon.  
Kevin Papineau entered closed session at 6:24 p.m.  
Chris Keiner entered closed session at 6:25 p.m.  
Chris Keiner exited closed session at 6:53 p.m.  
Tom Barentson entered closed session at 6:55 p.m.  
Tom Barentson exited closed session at 7:10 p.m.

1. STUDENT MATTER, Education Code §35146, 48918(c),
  - Expulsion Case # 14/15-10
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
3. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Claudia Del-Toro Anguiano, Robert Nacario
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees

- B. Closed Session Adjourned** at 7:10 p.m. The open meeting was called to order at 7:15 p.m. by John Gordon followed by the flag salute.

**Public Comment**

1. Kim Lizama addressed the Board regarding Integrated Professional Learning System (IPLS) State Steering Committee Teacher Evaluation Design Team learning and planning conference in Bodega Bay.
2. Kim Lizama addressed the Board regarding Karen Schauer’s beginning of the school year presentation to district employees.

## C. Reports

### Superintendent

#### 1. Bright Future for Galt Students Initiative Update

Karen Schauer stated her appreciation for the feedback from Kim Lizama during public comment and acknowledged the great educators in our district.

Claudia Del Toro-Anguiano shared a message from each of the district's curriculum coaches introducing themselves and their area of expertise. She then provided an overview of RALLI training, staff development days and Menu Mondays.

Barbara Woods reported on Next Generation Science Standards (NGSS) training.

Ron Rammer reported on Advancement Via Individual Determination (AVID) and College Preparatory Math (CPM). He indicated that AVID has been offered in our district for approximately 20 years and the program enrollment continues to grow. AVID prepares first generation college bound students for success. Mr. Rammer also reported on efforts to support parents in understanding CPM instruction.

Jamie Hughes reported on open education resources including Gooru that can be used to help personalize learning for students. She indicated that she is working to build a library of digital resources in Gooru for easy access for teachers, students and parents. Additionally, Edviate Learn provides on-line curriculum.

John Gordon stated that he would like to understand how parents will be connected to Illuminate, especially English Learner families. He indicated that we need to be sure everyone has access to resources.

Jamie Hughes responded that the parent portal in Illuminate is offered in Spanish. The digital resources are not at this time. She will provide a report at the end of the trimester showing how many students are getting logged in.

Karen Schauer reported that there are organizations that want to work with our district. The REEd Educator Evaluation Grant is an example of an organization working towards meaningful teacher evaluation and teacher leadership.

#### 2. Community Feedback for GJUESD School Facilities

Karen Schauer reported that the District continues to move forward to strengthen and improve school facilities to optimize learning at every school location. Facilities needs information will be shared at each school's back-to-school night and parents will be able to provide feedback. A community phone survey will be conducted to assist with facilities priorities and to determine feasibility of a General Obligation Bond. This feedback will be shared with LPA so they can prioritize items included in the Facilities Master Plan.

**E. Recommended Actions**

**1. Routine Matters/New Business**

131.652 A motion was made by Grace Malson to approve the Consent Calendar, seconded by Kevin Papineau and unanimously carried. Consent Calendar

a. Approval of the Agenda

b. Minutes: July 22, 2015 Regular Board Meeting  
Minutes: June 24, 2015 Regular Board Meeting

c. Payment of Warrants –  
Certificated/Classified Payrolls Dated: 7/14/15, 7/31/15, 8/10/15  
Vendor Warrant Numbers: 16301330-16301351; 16302266-16302327; 16303011-16303022; 16303699-16303737

d. Personnel

1. Resignations – accepted the following:

| Last          | First    | Position               | Effective Date    |
|---------------|----------|------------------------|-------------------|
| Clark-Collins | Victoria | Social Worker          | Effective 7/23/15 |
| Hasties       | Eileen   | Counselor              | Effective 8/5/15  |
| Hayden        | Marcella | Special Ed Inst. Asst. | Effective 7/22/15 |
| Lambert       | Shanta   | Inst. Asst.            | Effective 8/11/15 |
| Quesinberry   | Phil     | Teacher                | Effective 7/22/15 |
| Wells         | Laketa   | Yard Supervisor        | Effective 6/22/15 |
| Henderson     | Alice    | Food Services Manager  | Effective 8/24/15 |
| Leiva         | Catarina | Yard Supervisor        | Effective 8/12/15 |
| Hoff          | Valerie  | Yard Supervisor        | Effective 8/12/15 |

2. New Hires- approved the following:

| Last          | First      | Position                       | Location        |
|---------------|------------|--------------------------------|-----------------|
| Bowler        | Shelby     | Teacher                        | Greer           |
| Dunnett       | Cynthia    | Tech. Asst.                    | District Office |
| Grant         | Bradford   | Teacher                        | River Oaks      |
| Hopper        | Joyce      | Sub Bus Driver                 | Transportation  |
| Jones         | Lori       | District Clerk II              | District Office |
| Kimrey        | Erik       | Custodian (3.5)                | Valley Oaks     |
| Lewis         | Chelsea    | Teacher                        | Greer           |
| Little        | Kim        | Social Worker                  | District Office |
| McCormick     | Megan      | Teacher                        | McCaffrey       |
| McFadyen      | Megan      | Teacher                        | Lake Canyon     |
| Miller        | Sheri      | School Readiness Coordinator   | Fairsite        |
| Morey         | David      | Custodian                      | Greer           |
| Mullins       | Sara       | Teacher                        | River Oaks      |
| Pamplona      | Susan      | Accounts Payable Clerk         | District Office |
| Pantoya Evans | Lisa Marie | Teacher                        | McCaffrey       |
| Perez         | Jose       | Custodian (3.5)                | River Oaks      |
| Raboy         | Clare      | Information Systems Technician | District Office |
| Ramirez       | Sledad     | Custodian (3.5)                | River Oaks      |
| Shewmaker     | Mathew     | Custodian (3.5)                | Marengo Ranch   |

|           |          |                 |                |
|-----------|----------|-----------------|----------------|
| Stout     | John     | Bus Driver      | Transportation |
| Suarez    | Alex     | Custodian (3.5) | Lake Canyon    |
| Zimmerman | Cheyenne | Custodian (3.5) | Marengo Ranch  |

- e. Nonpublic, Non-Sectarian School/Agency Services Master Contract
1. CCHAT Center – Sacramento (Children’s Choice for Hearing And Talking)
  2. Lodi Children’s Therapy
  3. Bizzi Bodies Children’s Therapy

- |         |                                                                                                                                                                                                                                              |                   |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 131.653 | Consent Calendar (continued) – Items Removed for Later Consideration: No items removed.                                                                                                                                                      | CC Items Removed  |
| 131.654 | A motion was made by Kevin Papineau to approve the recommendation for Student Matter #14/15-10, seconded by Wesley Cagle and unanimously carried.                                                                                            | Student Matter    |
| 131.655 | A motion was made by Wesley Cagle to approve Employee Benefits Consulting Services Agreement Between GJUESD and Keenan & Associates Beginning January 1, 2016 and Ending December 31, 2016, seconded by Grace Malson and unanimously carried | Keenan & Assoc.   |
| 131.656 | Nomination for California School Boards Association (CSBA) Directors-at-Large, African American, American Indian, and County did not carry due to lack of a motion.                                                                          | CSBA Dir at Large |

John Gordon requested to add a report on Illuminate parent usage as a pending agenda item.

Grace Malson shared information on the Galt Heritage Festival. She also suggested that students who participated in a BFLC camp come to the next board meeting to share their experiences.

**F. Pending Agenda Items**

1. Curriculum, Instruction, Assessment, Technology Alignment
2. Technology Analysis for Board Members
3. Special Education Services
4. School Furniture Analysis
5. Migrant Education

**G. Adjournment**

The meeting adjourned at 9:30 p.m.

\_\_\_\_\_  
Matthew Giblin, Clerk

\_\_\_\_\_  
Date



New Hires: September 2015  
**CONSENT CALENDAR**

September 2015

| <b>Name</b>                 | <b>Position</b>                           | <b>Location</b> |
|-----------------------------|-------------------------------------------|-----------------|
| Barentson, Thomas           | Interim Business Services Director        | District Office |
| Biser, Lori                 | School Counselor                          | McCaffrey       |
| Cabral, Carri               | Classified Sub                            | NA              |
| Calderon, Dolores           | Classified Sub                            | NA              |
| Cantu, Stacey (Transfer)    | Instructional Assistant                   | Valley Oaks     |
| Coker, Robin (Transfer)     | Food Service Manager                      | Lake Canyon     |
| Floyd, Jeanine              | Yard Supervisor                           | River Oaks      |
| Galeno, Tedra               | Instructional Assistant                   | Greer           |
| Gamboa, Graciela            | Classified Substitute                     |                 |
| Haas, Megan                 | Teacher: Language Arts                    | McCaffrey       |
| Hale, Cody                  | Classified Sub                            | NA              |
| Hall, John                  | Yard Supervisor                           | McCaffrey       |
| Hernandez, Veronica         | ASES Instructional Assistant              | Valley Oaks     |
| Hopper, Joyce               | Bus Driver                                | Transportation  |
| Hoyos, Nancy                | Preschool Instructional Assistant         | Fairsite        |
| Krudop, Kristin             | Teacher: Sub                              | NA              |
| Madrid, Christina           | ASES Instructional Assistant              | Greer           |
| Martinez, Diana             | Yard Supervisor                           | Valley Oaks     |
| McGranahan, Chris           | Custodian 3.5                             | Lake Canyon     |
| McInnes, Jacqueline         | Classified Sub                            | NA              |
| Mello, Diane                | Yard Supervisor                           | Valley Oaks     |
| Myers, David (Transfer)     | Custodian                                 | Greer           |
| Newman, Ryan                | Technology Assistant                      | District Office |
| Noack, Kristin              | ASES Instructional Assistant              | Greer           |
| Ocampo, Danielle            | Yard Supervisor                           | Valley Oaks     |
| Placencia, Juan             | Custodian 3.5                             | River Oaks      |
| Rashid, Yalda               | Teacher: Language Arts                    | McCaffrey       |
| Rojas, Jose                 | Classified Sub                            | NA              |
| Sagert, Donna (Transfer)    | Food Service Snack Program                | Lake Canyon     |
| Sagert, Jonathan (Transfer) | Custodian                                 | Marengo Ranch   |
| Sanchez, Jesus (Transfer)   | Special Education Instructional Assistant | River Oaks      |
| Sanders, Stacey             | Yard Supervisor                           | Marengo Ranch   |
| Sayre, Nathan               | Custodian 3.5                             | Lake Canyon     |
| Smith, Jaimie               | Yard Supervisor                           | Valley Oaks     |
| Soto Rangel, Maria          | Yard Supervisor                           | McCaffrey       |
| Stout, John                 | Bus Driver                                | Transportation  |
| Suarez, Alex                | Groundskeeper (3.75)                      | District Office |
| Thompson, Nicole            | Teacher: SDC/RSP                          | Lake Canyon     |
| Velasquez-Garcia, Blanca    | Yard Supervisor                           | River Oaks      |
| Villano, Alicia             | District Clerk II                         | District Office |
| Zavala, Esmeralda           | Bilingual Instructional Assistant         | Lake Canyon     |





## **DONATIONS**

### Lake Canyon

- Kelton Crawford donated \$914.00 through the PG&E YourCause program towards site use
- Katie Sickels donated \$250.02 through the PG&E YourCause program towards site use
- Jon Adams made a monetary donation through the PG&E YourCause program towards site use
- Raley's donated \$274.32 towards site use
- Lifetouch donated \$551.00 towards site use

### Marengo Ranch

- Marengo Ranch PTC donated \$129.09 towards site use
- PG&E donated \$481.80 through the PG&E YourCause program towards site use
- River Oaks PTA donated \$200.00 towards site use
- Leukemia & Lymphoma Society made a monetary donation towards site use
- Target made a monetary donation through the Thanks a Billion program towards site use
- Adrian Delgado donated \$200.00 through the PG&E YourCause program towards site use
- Margo Aguirre donated \$503.62 through the PG&E YourCause program towards Mrs. Suneri's and Mrs. Widermuth's classes

### Valley Oaks

- Save Mart donated \$105.45 toward site use

### McCaffrey

- Save Mart made a monetary donation towards Color Guard
- Save Mart made a monetary donation towards site use
- Raley's donated \$211.22 towards site use

### Other

- Charles Simpson made a monetary donation towards GALEP



## Supplemental Educational Services Providers **CONSENT CALENDAR**

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Under NCLB all schools that enter Year 2 of Program Improvement must offer Supplemental Educational Services (SES) to the neediest students. Students with the lowest test scores and in families of low income are being offered those services. The district is required to set aside 20% of Title I funds in order to provide transportation for choice or SES.

The state disseminates a list of approved SES providers that will serve our district. We must offer these providers equal opportunity to enter into contract with our district to provide the SES. The Master Contract in the packet is representative of what service providers have agreed to under the terms and conditions of law.

Attached:

- 2015-16 Supplemental Educational Services Providers
- Master Contract Template

Supplemental Educational Services Providers  
2015-16

|                                                         |                                            |
|---------------------------------------------------------|--------------------------------------------|
| !!! 1 <sup>st</sup> Choice Android Smart Phone Tutoring | Leading Edge Learning Center, LLC          |
| ! # 1 Touch-Screen Tablet Computer Tutoring             | Learn with iPads LLC<br>The Learning Curve |
| !#! A+ Student Learning Academy/Center                  | Professional Tutors of America, Inc.       |
| ! Ace Tutoring Services, Inc.                           | Studentnest, Inc.                          |
| #1 Academia de Servicio de Tutoria                      | Sylvan Learning (Zingerham Education)      |
| #1 Achieve Academic Excellence                          | Total Education Solutions                  |
| #1 Educando con Tabletas                                | Tutorial Services                          |
| 1 2 3 Math                                              | TutorWorks                                 |
| 1 iPad Gratis LLC                                       | Voice of Hope                              |
| 1 Online Tutoring LLC                                   |                                            |
| 1 to 1 Study Buddy Tutoring, Inc.                       |                                            |
| 5 Star Tutors LLC                                       |                                            |
| A+ Educational Centers                                  |                                            |
| A Better Tomorrow Education                             |                                            |
| ACE IT!                                                 |                                            |
| Amazing A Academics                                     |                                            |
| Carter, Reddy & Associates, Inc.                        |                                            |
| EduPlus LLC                                             |                                            |
| Jump Into Reading                                       |                                            |
| Keep Hope Alive Project                                 |                                            |

**MASTER CONTRACT**  
**Supplemental Educational Services (SES)**  
**2015-2016**

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

THIS MASTER CONTRACT ("Contract") is made and entered into on \_\_\_\_\_, between the Galt Joint Union Elementary School District (hereinafter referred to as "LEA,"), and \_\_\_\_\_, the supplemental educational services provider (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental educational services (SES) to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

**1. Student Learning Plans (SLP)**  
**ESEA, Title I Part A, Section 1116(e)(3)(A); 34 Code of Federal Regulations (CFR)**  
**§200.46(b)(2)(i)(A)]**

With each invoice, **CONTRACTOR** shall submit to Galt Joint Union Elementary School District (GJUESD) an executed Student Learning Plan as specified by the GJUESD for each GJUESD student served for the first time during that calendar month by **CONTRACTOR**. Unless otherwise agreed in writing, this form shall acknowledge **CONTRACTOR'S** intent to provide all services specified in the student's STUDENT LEARNING PLAN.

This Master Contract and all attachments and amendments thereto including INDIVIDUAL SERVICE AGREEMENT, attached hereto as each STUDENT LEARNING PLAN, the Contractor Code of Conduct, attached hereto as GJUESD Exhibits and the GJUESD's policies and procedures constitute the entire agreement between GJUESD and **CONTRACTOR**.

This Master Contract shall include a STUDENT LEARNING PLAN developed for each GJUESD student to whom **CONTRACTOR** is to provide Supplemental Educational Services. A Student Learning Plan shall only be issued for GJUESD students enrolled with the approval of the GJUESD.

Any and all changes to a GJUESD student's educational program shall be made solely on the basis of a revision to the GJUESD student's STUDENT LEARNING PLAN. At any time during the term of this Master Contract, a GJUESD student's parent, **CONTRACTOR**, or GJUESD may request a review of a GJUESD student's STUDENT LEARNING PLAN.

No tutoring services to students may commence without a Student Learning Plan approved by the parent/guardian, by signature or other written method of approval, and then approved by the LEA administrator of SES.

**Note: This master contract will be terminated in the following year if the provider fails to meet specific achievement goals and timetables for students assigned to that provider via parent requests to the LEA.**

**ESEA, Title I Part A, Section 1116(e)(3)(C) and 34 CFR §200.46(b)(2)(iii)]**

**2. Progress reports**  
**ESEA, Title I Part A Section 1116(e)(3)(A), (B); 34 CFR §200.46(b)(2)(i)(B), (ii)**

**CONTRACTOR** shall provide to parents, each GJUESD student's home school, and the GJUESD written progress reports pursuant to the requirements specified by the GJUESD. A copy of the progress reports shall be maintained at the **CONTRACTOR'S** place of business and made available upon request of GJUESD and/or the GJUESD student's parent(s).

**Attendance records for documentation in support of invoice for services**

**CONTRACTOR** shall maintain registers/logs for each GJUESD student that fully describes the Services provided. Original attendance forms (i.e., daily service logs and notes describing the Services provided) shall be completed by the actual service **CONTRACTOR** whose signature shall appear on such forms and shall be available for review, inspection, or audit by GJUESD during the Term 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.

**3. Requests for payment for services**

**CONTRACTOR** shall submit invoices and related documents to GJUESD for payment, for each calendar month when Supplemental Educational Services were provided as per the schedule determined by the GJUESD. Invoices and related documents shall be submitted in the manner prescribed by GJUESD. To qualify for payment, invoices shall be submitted no later than thirty (30) days after the end of the calendar month in which the services were rendered unless otherwise agreed to in writing by the **CONTRACTOR** and the GJUESD. GJUESD shall make payment to **CONTRACTOR** based on the number of billable days of attendance and hours of service at rates specified in this Master Contract. Payment shall be within forty-five (45) days after GJUESD's receipt of invoices that are prepared and submitted as specified by the GJUESD and approved by the GJUESD.

Requests for payment for services:

The **CONTRACTOR** shall be paid by the DISTRICT, and no bill, and/or statement of charges are to be sent to the parents. **CONTRACTOR** shall submit a written invoice according to the requirements described in the GJUESD contract, including the listing of each student's name and school site, hours/dates of service, and the employee or employees providing service. Payment will be a reimbursement for services rendered only. DISTRICT shall not pay for non-attendance of students.

Withhold Payments:

If GJUESD determines that cause exists to withhold payment to **CONTRACTOR**, GJUESD shall, within ten (10) days of this determination, provide to **CONTRACTOR** written notice that GJUESD is withholding payment. Such notice shall specify the basis or bases for GJUESD'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 GJUESD's withholding payment or submit a written request for extension to correct the deficiencies unless the deficiency is timeliness which cannot be cured. Upon receipt of **CONTRACTOR'S** written request showing good cause, GJUESD shall extend **CONTRACTOR'S** time to correct deficiencies (usually an additional thirty (30) days) otherwise payment will be denied.

**4. Reassignment of student to another provider when services described in student learning plan are incomplete:**

**CONTRACTOR** shall not unilaterally terminate any Individual Student Learning Plan. **CONTRACTOR** shall obtain written authorization from DISTRICT before terminating any Individual Student Learning Plan.

**CONTRACTOR** shall immediately report, via e-mail or fax, to the GJUESD Department of Educational Services when a parent of a GJUESD student has requested a withdrawal from services. **CONTRACTOR** shall also inform parents/guardians to contact the GJUESD Department of Educational Services in order to obtain a "Provider Change Request Form" if their desire is to change programs.

**5. A provision for terminating the agreement if the provider fails to meet the student's specific achievement goals and timetables.**

**ESEA, Title I Part A Section 1116(e)(3)(C) and 34 Code of Federal Regulations (CFR) §200.46(b)(2)(iii)]**

As per the Student Learning Plan, the parent, district representative, and supplemental services provider has a right to terminate services if the provider is unable to meet stated goals, timelines or contract stipulations. Requests to terminate services must be submitted in writing to the Educational Services Department of the Galt Joint Union Elementary School District.

**6. Provider assures that the instruction provided is secular, neutral, and non-ideological. California Code of Regulations, Title 5 (5 CCR) 13075.2 (9) (f)**

Galt Joint Union Elementary School District (GJUESD):

**A. APPROPRIATE EDUCATIONAL SERVICES**

All instruction provided by **CONTRACTOR** shall be secular, neutral, and non-ideological. Unless otherwise agreed between **CONTRACTOR** and GJUESD, **CONTRACTOR** shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for GJUESD students, as specified in the GJUESD student's IAP and the ISA. **CONTRACTOR** shall make no charge of any kind to parents for SES as specified in the GJUESD student's IAP (including, but not limited to, screenings, GJUESD-designated and other assessments, or interviews that occur prior to or as a condition of the GJUESD student's enrollment under the terms of this Master Contract).

**7. Provider agrees to comply with all applicable federal, state, and local health, safety, and civil rights laws.**

**ESEA, Title I, Part A, Section 1116 (e) (5) (c); 5 CCR 13075.2 (18)**

During the term of this Master Contract unless otherwise agreed, **CONTRACTOR** shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

Other than Services provided in the student's home, **CONTRACTOR** shall provide Supplemental Educational Services to GJUESD students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: [Individual Service Agreement/Contract] liability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. **CONTRACTOR** shall 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.



- 8. Provider agrees to limit incentives/rewards to those directly related to SES provided to individual students, and not to exceed a monetary value as determined in discussions with local educational agency (LEA) and designated in the contract with the LEA.**

**5 CCR 13075.2 (19)**

GJUESD: The **CONTRACTOR** shall not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for **CONTRACTOR'S** services or to encourage any other student or parent to sign up for **CONTRACTOR'S** services. Acceptable are such items as pencils, pens, magnets, etc. In any marketing information or other explanation, either verbally or in writing, and in the delivery of services, **CONTRACTOR** may not offer to parents and/or students incentives valued at more than \$5.00 each or \$50.00 in the aggregate per student as achievement and/or attendance incentives once the student has signed up for **CONTRACTOR'S** services.

The **CONTRACTOR'S** policy as to how students earn achievement and or attendance incentives (which shall not exceed the maximum allowable set forth above) and the specific incentives with their specific costs must be fully explained in the [INDIVIDUAL SERVICE AGREEMENT/ CONTRACT] and approved by the GJUESD.

**CONTRACTOR** may not offer any incentive/payment of any amount to any GJUESD personnel employed by one of the SES eligible schools for helping **CONTRACTOR** to recruit parents and students to sign up for **CONTRACTOR'S** Supplemental Educational Services.

- 9. Provider agrees to notify immediately and in writing the CDE and LEA of changes in its status per sections 4 (liability insurance), 5 (legally constituted to do business in California), 6 (compliance with program regulations and applicable laws), 7 (fiscal soundness), or 8 (facility certification) under Section 13075.2 of the 5 CCR for SES providers approved by the State Board of Education (SBE).**

**5 CCR 13075.2 (4)(5)(6)(7)(8); ESEA, Title I, Part A, Section 1116 (e)(12)(iii)**

GJUESD: **CONTRACTOR** shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed/admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, with minimum coverage of \$2,000,000/occurrence for 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 Agreement or either party's use of the Work or any component or part thereof:

If GJUESD determines that change in insurance coverage obligations under Section (II)(J) is necessary, GJUESD may reopen negotiations to modify the insurance requirements.

Failure to maintain the insurance coverage shall be cause for termination of this Master Contract with said SES provider.

#### **TERMINATION FOR INSOLVENCY**

**GJUESD may terminate this Agreement in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated a bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies**

for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment.

**10. Provider agrees to maintain, monitor, and notify LEAs about personnel updates related to any provider's staff changes in tutoring assignments.  
5 CCR 13075.2 (16)**

GJUESD: **CONTRACTOR** shall, in a manner specified by the GJUESD, notify GJUESD each month with the submission of the invoices when personnel changes occur which may affect the provision of Supplemental Educational Services to GJUESD students.

**11. Provider agrees staffing, fiscal, equipment, and facility resources of the organization will be in compliance with all applicable federal, state, and local statutes and regulations.  
5 CCR 13075.2 (6)**

During the term of this Master Contract unless otherwise agreed, **CONTRACTOR** shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

**CONTRACTOR** shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or in the performance of Services under this Master Contract.

**CONTRACTOR** shall provide Supplemental Educational Services to GJUESD 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. **CONTRACTOR** shall be responsible for any structural changes and/or modifications to **CONTRACTOR'S** facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. **CONTRACTOR** may only provide SES at facilities or locations outlined in the individual student learning plan; any changes to such facilities or locations require the prior written consent of Galt Joint Union Elementary School District Department of Educational Services.

**12. Provider certifies that it has not been removed for cause from the state list of approved SES providers during the past two years.  
5 CCR 13075. 2 (3); 5 CCR 13075. 4**

**GJUESD:** By signing this document, the **CONTRACTOR** certifies that it and its principals: and/or subcontractors

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any government entity (federal, state, or local) ;
- b. 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 public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (b) above; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

**13. If instruction will occur at a facility other than a student's school or residence, provider certifies that its facility(ies) meets all applicable federal, state, and local health and safety laws.  
5 CCR 13075.2 (8)**

Other than Services provided in the student's home, **CONTRACTOR** shall provide Supplemental Educational Services to GJUESD 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. **CONTRACTOR** shall be responsible for any structural changes and/or modifications to **CONTRACTOR'S** facilities as required to comply with applicable federal, State, and local laws, regulations, and ordinances.

**14. Provider agrees to comply with all applicable federal, state, and LEA-adopted conflict-of-interest policies to avoid possible conflict-of-interest situations.  
California Government Code 19990**

GJUESD: **CONTRACTOR** shall provide to GJUESD 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 avoid any relationship with GJUESD that constitutes or may constitute a conflict of interest.

As a condition of this agreement, **CONTRACTOR** agrees to comply with the code of conduct set forth in the GJUESD Contractor Code of Conduct , which is attached hereto as GJUESD [Exhibits/Addendums] and made a part hereof.

**CONTRACTOR** represents that **CONTRACTOR** has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreements and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by **CONTRACTOR**. **CONTRACTOR** shall not conduct or solicit any non-District business while on District property or time.

**CONTRACTOR** will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.

**CONTRACTOR** warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this agreement. Any breach of this warranty shall be a material breach of each and every contract between District and **CONTRACTOR**.

Should a conflict of interest issue arise, **CONTRACTOR** agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provision of this section shall constitute grounds for immediate termination of this agreement, in addition to whatever other remedies the District may have.

**15. Provider agrees to collaborate with the LEA, school, and parents in the development of each individual student learning plan.  
ESEA, Title I, Part A, Section 1116 (e) (3) (A)**

GJUESD: This Master Contract shall include A Student Learning Plan developed for each GJUESD student to whom **CONTRACTOR** is to provide Supplemental Educational Services. A Student Learning Plan shall only be issued for GJUESD students enrolled with the approval of the GJUESD.

Any and all changes to a GJUESD student's educational program shall be made solely on the basis of a revision to the GJUESD student's STUDENT LEARNING PLAN. At any time during the term of this Master Contract, a GJUESD student's parent, **CONTRACTOR**, or GJUESD may request a review of a GJUESD student's STUDENT LEARNING PLAN.

No tutoring services to students may commence without A Student Learning Plan approved by the parent/guardian by signature or other written method of approval.

**16. Provider certifies that the SES tutoring will meet the following criteria:**

**(a) Instruction will be aligned with applicable state adopted academic content standards, curriculum frameworks, and the core curriculum instructional materials adopted by the LEA.**

GJUESD: **CONTRACTOR'S** general program of instruction shall be described in writing within the [INDIVIDUAL SERVICE AGREEMENT/ CONTRACT] and approved by the GJUESD and shall become a part of this Master Contract prior to enrollment of GJUESD students in **CONTRACTOR'S** program. **CONTRACTOR'S** general program of instruction shall be consistent with GJUESD and State of California standards and consistent with the program approved by the California State Board of Education.

**(b) Instruction will be organized and presented in a manner designed to meet the specific achievement goals of individual students, as outlined by the SES provider in the individual student learning plans.**

GJUESD: This Master Contract shall include A Student Learning Plan developed for each GJUESD student to whom **CONTRACTOR** is to provide Supplemental Educational Services. A Student Learning Plan shall only be issued for GJUESD students enrolled with the approval of the GJUESD.

Any and all changes to a GJUESD student's educational program shall be made solely on the basis of a revision to the GJUESD student's STUDENT LEARNING PLAN. At any time during the term of this Master Contract, a GJUESD student's parent, **CONTRACTOR**, or GJUESD may request a review of a GJUESD student's STUDENT LEARNING PLAN.

No tutoring services to students may commence without A Student Learning Plan approved by the parent/guardian by signature or other written method of approval.

**(c) Instruction will be coordinated with the student's school program, and, if applicable, the individualized education program (IEP) and/or a Section 504 plan.**

**(d) Instruction for students with disabilities (SWD) will be of high quality and will increase student academic achievement in English-language arts, mathematics, or science; and equitable access to services will be provided to SWD and English language learners (EL).**

**(e) Instruction shall be provided outside of the regular school day.**

GJUESD: The term “Supplemental Educational Services” means “additional academic instruction designed to increase the academic achievement of students in low-performing schools.” These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the local educational agency (LEA, in this case, GJUESD) and are aligned with the State of California’s academic content standards. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section 1116(e)(12)(C)]

**(f) Instruction will be provided that is secular, neutral, and non-ideological.**

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by **CONTRACTOR** shall be secular, neutral, and non-ideological. Unless otherwise agreed between **CONTRACTOR** and GJUESD, **CONTRACTOR** shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for GJUESD students, as specified in the GJUESD student’s IAP and the ISA. **CONTRACTOR** shall make no charge of any kind to parents for SES as specified in the GJUESD student’s IAP (including, but not limited to, screenings, GJUESD-designated and other assessments, or interviews that occur prior to or as a condition of the GJUESD student’s enrollment under the terms of this Master Contract).

**17. Provider agrees that all student information shall be kept confidential; provider agrees to use student information only as necessary to inform parents/guardians and appropriate school staff of student progress and to comply with LEA, CDE and federal monitoring and evaluation requirements.**

**5 CCR 13075.2 (14)**

GJUESD: **CONTRACTOR** will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning District students, employees and agents over which **CONTRACTOR** has control or to which **CONTRACTOR** has access, as well as any other student or District employee data provided or made available to **CONTRACTOR** in connection with this Master Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act and the Children’s Internet Protection Act), and will observe all District security procedures related to the foregoing, as in effect from time to time, including (without limitation) those set forth in GJUESD Board Policies 5125 and 4129.23, “Student Records” and “Unauthorized Release of Confidential/Privileged Information” respectively.

This Master Contract, all communications and information obtained by **CONTRACTOR** from District relating to this Master Contract, and all information developed by **CONTRACTOR** under this Master Contract including without limitation all pupil records and the identity of GJUESD students being served by **CONTRACTOR** shall be kept confidential. Except as provided, without prior written consent of an authorized representative of District, **CONTRACTOR** shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters,



# Galt Joint Union Elementary School District

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1018 C Street, Suite 210, Galt, CA 95632

www.galt.k12.ca.us \* 209-744 4545 \* 209-744-4553 fax

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## Nonpublic, Non-Sectarian School/Agency Services

### MASTER CONTRACT #1

Guiding Hands School, Inc.

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Karen Schauer, District Superintendent ~ Scot Sutton, Business Services Director  
Claudia Del Toro-Anguiano, Curriculum Director ~ Robert Nacario, Educational Services Director

*Board of Trustees: John Gordon, Kevin Papineau, Matthew Giblin, Wesley Cagle, Grace Malson*



SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2015–2016**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District GALT JOINT UNION ELEMENTARY

Contract Year 2015-2016

Nonpublic School  
 Nonpublic Agency

**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 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 District. 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.*

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
GUIDING HANDS SCHOOL, INC.**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the Galt Joint Union Elementary School District (hereinafter referred to as the local educational agency "LEA" or "District") and Guiding Hands School, Inc., (nonpublic, nonsectarian school or agency, hereinafter referred to as "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.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master 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 Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made 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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency 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.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency 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 Master Contract is executed by

CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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 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.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 this state, 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 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 shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that 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 policies and shall indemnify LEA under the provisions of Section 15 of this Agreement 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 policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. 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 LEA.

The provisions of this Master 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 Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master 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 all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of 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 Master Contract will be issued. If CONTRACTOR does not return the Master 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 Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for 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 Master Contract in effect. In the event that this Master 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 LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the 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 the nonpublic school or agency.



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 state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that 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 the Master Contract, unless otherwise specified in the Master 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. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (which can include but is not limited to those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 (qualifications of "highly qualified teacher") and 200.58 (qualifications of paraprofessionals), and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 (staff qualifications for special education instruction) and 3065 (staff qualifications for related services), and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, 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 and the scope of practice as defined by the licensing or credentialing body. Nothing in this definition shall be construed as restricting the activities or 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.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state 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 licensing agency, a certificate of registration with the appropriate professional organization at the national or state 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 a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, 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, a surrogate parent, a foster parent if the authority of the biological or adoptive parent 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 (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 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 a 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 "Agreement" and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master 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 the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master 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 Master Contract. For purposes of this Master 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 by instructional assistants, behavior intervention aides, bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including 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 nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting

documents; documents evidencing financial expenditures; federal/state payroll reports; 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, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, 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 Master Contract with venue in the County where LEA is located.

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

This Master 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 thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or

immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### Lines of Insurance/Coverage

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If students need transportation to/from the CONTRACTOR'S premises where services are provided, or any other location involving CONTRACTOR'S services, transportation of the student is to be provided by District transportation.

If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, 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 holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**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 Master 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) 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 request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept, of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any 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 Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 16 of this Master 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 the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA 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 avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a 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 LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a 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, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, 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, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands 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 was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master 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 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.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics, or any other classification provided by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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 to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in 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 LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to 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 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 an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency 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.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors 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 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 a local education agency (LEA), that contracts with the nonpublic school: (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 Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. 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, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian 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 Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

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

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, 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 LEA student's ISA developed in accordance with LEA student's IEP.

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 levels unless otherwise specified in LEA student's IEP and ISA.

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

#### 24. CLASS SIZE

When CONTRACTOR is a nonpublic school, 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 nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure 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 nonpublic agency.

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 nonpublic school, 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 shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each 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 Master 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 the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her 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 IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, 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 actually 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 nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the 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 nonpublic agency, 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 LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and 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. 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 nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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 their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and 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 and 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 recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and

Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state 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 policy and 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, 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**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program (“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 consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR'S trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA 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 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 student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, 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 student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master 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 Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows 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 policy and 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 Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for 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/ISP.



### **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 policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq., Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

### **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 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 the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, 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 support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting 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 policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment 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 pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 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 LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits 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 pupil's record and shall be made available to LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to 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 names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center (NPS/RTC). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**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 LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with 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. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS 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 the CONTRACTOR and the LEA at least thirty (30) days in advance. 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 the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS 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 or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the 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 parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858,

AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school 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 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.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by 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 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.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and 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 nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. 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 nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## PERSONNEL

### 45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 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 all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct 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). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. 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 upon request.

### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or to provide related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license,

certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1); are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58; and are qualified consistent with Title 5 of the California Code of Regulations, sections 3064 and 3065, as applicable. 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 each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

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 and at least one of the following qualifications: (a) completed at least 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 an LEA student shall be certified or licensed by that state to provide 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.).

#### **47. 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 California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA 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 as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any 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 Master 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 during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school 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 LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract 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 student shall not be deemed to be a qualified substitute for his/her 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 an authorized LEA representative.

**49. 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 nonpublic school or nonpublic agency 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. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this an all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the



instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 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 an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, 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.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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 nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, 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 fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or 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 Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state 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.

### **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) 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 LEA 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 LEA student to whom medication is administered. Such written log shall specify LEA 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 assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by facsimile and by US Mail, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. 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. 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 acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

## FINANCIAL

### 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

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 Master 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. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that 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 the nonpublic school/nonpublic agency 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 session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the 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 Master 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 Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling 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.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) 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; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) 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; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six 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 Master 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 the 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 pupil 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 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. 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 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 Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **59. 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.

## **60. PAYMENT FOR ABSENCES**

### **NONPUBLIC SCHOOL 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 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 seven (7) of this Master 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 LEA student's IEP.

### **NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one 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 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 DIS or 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 STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master 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 STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, 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.

#### 61. INSPECTION AND AUDIT

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 Agreement.

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. 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.

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 Master 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 result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master 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 schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of 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.

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 Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (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. Educationally Related Mental Health Services (ERMHS) costs 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 student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

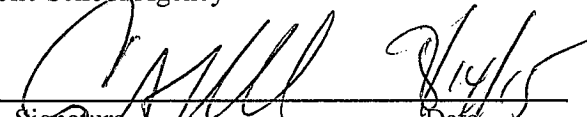
- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted 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, state or local government contract or subcontract; violation of Federal or 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 Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

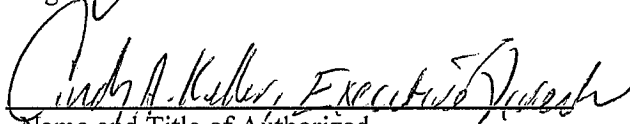
CONTRACTOR  
Guiding Hands School, Inc.

LEA  
Galt Joint Union Elementary School District

Nonpublic School/Agency

By:   
Signature Date

By:   
Signature Date

  
Name and Title of Authorized Representative

By: Claudia Del Toro-Anguiano  
Director of Curriculum  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

|                                                  |       |     |
|--------------------------------------------------|-------|-----|
| Name and Title                                   |       |     |
| Nonpublic School/Agency/Related Service Provider |       |     |
| Address                                          |       |     |
| City                                             | State | Zip |
| Phone                                            | Fax   |     |
| Email*<br>(*Required)                            |       |     |

Notices to LEA shall be addressed to:

|                                                               |              |     |
|---------------------------------------------------------------|--------------|-----|
| Claudia Del Toro-Anguiano<br>Director of Curriculum           |              |     |
| Name and Title<br>Galt Joint Union Elementary School District |              |     |
| LEA<br>1018 C Street, Suite 210                               |              |     |
| Address<br>Galt, CA 95632                                     |              |     |
| City                                                          | State        | Zip |
| 209-744-4545 ext 307                                          | 209-744-4553 |     |
| Phone                                                         | Fax          |     |
| cdeltoro@galt.k12.ca.us                                       |              |     |
| Email                                                         |              |     |

**Additional LEA Notification**  
(Required if Completed)

|                                                               |              |     |
|---------------------------------------------------------------|--------------|-----|
| Amanda Johnson, Program Specialist                            |              |     |
| Name and Title<br>Galt Joint Union Elementary School District |              |     |
| LEA<br>1018 C Street, Suite 210                               |              |     |
| Address<br>Galt, CA 95632                                     |              |     |
| City                                                          | State        | Zip |
| 209-744-4545 ext 303                                          | 209-744-4553 |     |
| Phone                                                         | Fax          |     |
| Email                                                         |              |     |



**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR**

**CONTRACTOR** Guiding Hands School, Inc. **CONTRACTOR NUMBER** -1- **2015-2016**  
**(NONPUBLIC SCHOOL)** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

| Rate   | Period |
|--------|--------|
| 142.66 | Daily  |

A. Basic Education Program/Special Education Instruction  
 Basic Education Program/Dual Enrollment

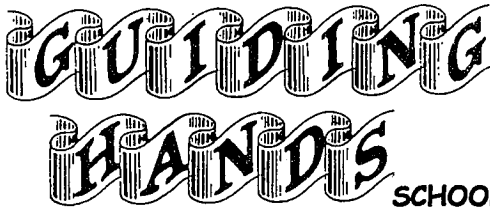
Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

|                                                                                    |        |       |
|------------------------------------------------------------------------------------|--------|-------|
| (1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)   | _____  | _____ |
| b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)          | _____  | _____ |
| c. Transportation-Dual Enrollment                                                  | _____  | _____ |
| d. Public Transportation                                                           | _____  | _____ |
| e. Parent*                                                                         | _____  | _____ |
| (2) a. Educational Counseling – Individual                                         | _____  | _____ |
| b. Educational Counseling – Group of _____                                         | _____  | _____ |
| c. Counseling – Parent                                                             | _____  | _____ |
| (3) a. Adapted Physical Education – Individual                                     | _____  | _____ |
| b. Adapted Physical Education – Group of _____                                     | _____  | _____ |
| c. Adapted Physical Education – Group of _____                                     | _____  | _____ |
| (4) a. Language and Speech Therapy – Individual                                    | 100.00 | Hour  |
| b. Language and Speech Therapy – Group of 2                                        | 100.00 | Hour  |
| c. Language and Speech Therapy – Group of 3                                        | _____  | _____ |
| d. Language and Speech Therapy – Per diem                                          | _____  | _____ |
| e. Language and Speech - Consultation Rate                                         | _____  | _____ |
| (5) a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____  | _____ |
| b. Additional Instructional Assistant – Group of 2                                 | _____  | _____ |
| c. Additional Instructional Assistant – Group of 3                                 | _____  | _____ |
| (6) Intensive Special Education Instruction**                                      | _____  | _____ |
| (7) a. Occupational Therapy – Individual                                           | 90.00  | Hour  |
| b. Occupational Therapy – Group of 2                                               | _____  | _____ |
| c. Occupational Therapy – Group of 3                                               | _____  | _____ |
| d. Occupational Therapy – Group of 4 - 7                                           | _____  | _____ |
| e. Occupational Therapy - Consultation Rate                                        | _____  | _____ |
| (9) Physical Therapy                                                               | _____  | _____ |
| (10) a. Behavior Intervention – BII                                                | _____  | _____ |
| b. Behavior Intervention – BID                                                     | _____  | _____ |
| Provided by: _____                                                                 | _____  | _____ |
| (11) Nursing Services                                                              | _____  | _____ |

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.



**SCHOOL, INC. Acknowledgement of  
Amendment of Master Contract**

Cindy Keller, M.A.  
Executive director  
Starranne Meyers, M.A.  
Principal



Date: 8/18/15

From: Cindy Keller  
Guiding Hands School, Inc.  
4900 Windplay Drive  
El Dorado Hills, CA 95762

To: District Directors

In compliance with the State Department of Education, we have been asked that you sign, in acknowledgement, the changes to the Master Contracts for the 2015-2016 school year.

Regarding the following Amendments of the Master Contract:

- \*Guiding Hands School, Inc. Accountant: Mr. Cole Ames
- \*Class size shall not exceed a ratio of one teacher per fifteen (15) students
- \*Guiding Hands offers the following:
  - Functional Skills Curriculum, K-12 = 330 minutes
  - Standard Based Curriculum, K-8 = 300 minutes
  - Standard Based Curriculum, High School = 310 minutes

Guiding Hands School, Inc. behavior management certification training is in **Handle With Care**.

Guiding Hands School, Inc. will run a 210 day calendar. We will NOT bill your district for more than 200 days per master contract.

Services:  
Mental Health Services are included in the daily rate.

**Occupational Therapy Service Fee Schedule**

|                       |                  |
|-----------------------|------------------|
| O.T. Screening        | \$50.00          |
| Assessments (1x/year) | \$300.00         |
| Direct Clinic         | \$90.00 per hour |

**Speech and Language Services**

|                       |                   |
|-----------------------|-------------------|
| Screening             | \$50.00           |
| Assessments (1x/year) | \$300.00          |
| Direct Clinic         | \$100.00 per hour |

I hereby acknowledge the receipt of said contract and the above revisions and send this letter of acknowledgement.

Claudia Del Toro  
Printed Name/Title

Claudia Del Toro  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District: Galt Joint Union Elementary SD

Acknowledgement of Amendment Sac Co.

whether as required by law or otherwise, **CONTRACTOR** shall inform the District, in writing, of the nature and reasons for such disclosure. **CONTRACTOR** shall not use any communications or information obtained from District for any purpose other than the performance of this Master Contract, without District’s prior written consent.

- 18. Provider agrees to abide by the conditions set forth in the contract with the LEA, including the payment schedule, rates, and any facility user fee arranged with the LEA, that are in compliance with Section 1116(e)(3) and (6) of ESEA pertaining to agreements and amounts for SES.**  
**5 CCR 13075.2 (20)**

**CONTRACTOR** shall not provide services on GJUESD public school campuses unless, at GJUESD’s sole discretion, the GJUESD approves such use under specific guidelines to be determined by the GJUESD which would allow equitable access to all contractors. If **CONTRACTOR** is permitted access to public school campuses, **CONTRACTOR** shall comply with Penal Code Section 627.1 *et. seq.*, and GJUESD procedures regarding visitors to school campuses as specified by the GJUESD, and the procedures of the campus being visited. **CONTRACTOR** shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on GJUESD public school campuses. If **CONTRACTOR’S** access to an GJUESD campus is pursuant to a lease or other agreement, **CONTRACTOR** shall comply with all GJUESD requirements and policies applying to that agreement.

- Approved providers must complete and submit the annual SES Accountability Report to CDE by October 1 each year.**  
**5 CCR 13075. 3 (a)**

The GJUESD may ask for a copy of the provider’s annual SES accountability report to the CDE.

- 19. Provider agrees to provide to each LEA with which it contracts written proof of current liability insurance coverage and other necessary insurance in the type and amount required by the LEA.**  
**5 CCR 13075.2 (4)**

GJUESD: **CONTRACTOR** shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed/admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, with minimum coverage of \$2,000,000/occurrence for 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 Agreement or either party’s use of the Work or any component or part thereof.

- 20. Provider agrees to comply with rules of each LEA with which it contracts related to providing staff background checks, fingerprinting, and TB tests for those employees qualified to provide supplemental education services directly to students.**  
**5 CCR 13075.2 (17)**

GJUESD: **CONTRACTOR** shall comply with the requirements of California Education Code sections 45125.1, 35021.1, 35021.2 and Title 5, California Code of Regulations section 13075.2, including, but not limited to:

- (1) Obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) OR the home state Department of Justice or an equivalent agency, if they

do not reside in California, AND clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"), for **CONTRACTOR'S** employees, and volunteers, and subcontractors prior to providing service to any GJUESD student unless **CONTRACTOR** determines that the employees, volunteers, and subcontractors will have no contact with GJUESD students. Such DOJ/equivalent agency and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 45122.1, unless despite such person'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 45125.1(f) (1) or (2). Tutors who do not live in the United States and whose criminal records are not available to the FBI through their home countries, cannot be cleared to work with GJUESD students. In addition, **CONTRACTOR** shall make a request for subsequent arrest service from the DOJ/ equivalent agency as required by California Penal Code section 11105.2 with respect to each such person.

(2) Obtaining clearance for tuberculosis (TB). **CONTRACTOR** shall certify in writing that **CONTRACTOR'S** employees and volunteers and subcontractors receive clearance for TB. (Tutors providing service via telephone or Internet only do not need TB clearance.)

**CONTRACTOR** shall certify in writing to GJUESD that **CONTRACTOR** has at all times complied with this Section of the Master Contract. Clearance certifications shall be submitted to the GJUESD pursuant to the requirements of the GJUESD.

**21. Provider agrees to maintain no less than three years of records to support the annual SES accountability reports to CDE.  
5 CCR 13075. 3 (b)**

GJUESD: 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 Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code sections 49061(b); registers and roll books of tutors and/or daily service providers; daily service logs and notes and other documents used to record the provision of services including STUDENT LEARNING PLANS; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; clearance certifications referenced in Section 34; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks.

**22. Provider agrees to ensure it does not disclose to the public the identity of any student eligible for or receiving SES.  
ESEA, Title I, Part A, Section 1116 (e)(2)(d)**

GJUESD: **CONTRACTOR** will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning District students, employees and agents over which **CONTRACTOR** has control or to which **CONTRACTOR** has access, as well as any other student or District employee data provided or made available to **CONTRACTOR** in connection with this Master Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act and the Children's Internet Protection

Act), and will observe all District security procedures related to the foregoing, as in effect from time to time, including (without limitation) those set forth in GJUESD Policy Bulletin [about standards for network computer systems housing confidential information].)

This Master Contract, all communications and information obtained by **CONTRACTOR** from District relating to this Master Contract, and all information developed by **CONTRACTOR** under this Master Contract including without limitation all pupil records and the identity of GJUESD students being served by **CONTRACTOR** shall be kept confidential. Except as provided in Subsections 8.5 and 8.8, without prior written consent of an authorized representative of District, **CONTRACTOR** shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, **CONTRACTOR** shall inform the District, in writing, of the nature and reasons for such disclosure. **CONTRACTOR** shall not use any communications or information obtained from District for any purpose other than the performance of this Master Contract, without District’s prior written consent.

**23. Provider agrees to define procedures for providing to parents/guardians, teachers, school and/or districts, regular progress reports.**  
**5 CCR 13075. 2 (12)**

GJUESD: **CONTRACTOR** shall provide to parents, each GJUESD student’s home school, and the GJUESD written progress reports/report cards pursuant to the requirements for details and frequency as specified by the GJUESD. In addition to the progress reports for each student submitted to the LEA according to expectations, a copy of the progress reports shall be maintained at the **CONTRACTOR’S** place of business and made available upon request of GJUESD and/or the GJUESD student’s parent(s) at any time and without prior notice.

**CONTRACTOR** shall administer pre-test assessments at the beginning of service to each GJUESD student and administer post-test assessments to each GJUESD student before the end of the term of the relevant student’s individual student learning plan. **CONTRACTOR** shall not charge the GJUESD student’s parent nor GJUESD for the provision of progress reports, report cards, and/or any assessments including the post-test assessments, any interviews, or meetings. **CONTRACTOR** shall be responsible for purchase of the assessment tools necessary to comply with the above. **CONTRACTOR** shall provide GJUESD with sample pre- and post-test assessments to be used in carrying out the SES program no later than the date that **CONTRACTOR** signs this Master Contract.

**For GJUESD:**

Galt Joint Union Elementary School District  
1018 C Street, Suite 210  
Galt, CA 95632  
Attn: Robert Nacario  
Director, Educational Services

**For CONTRACTOR:**

Name / Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St./Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**ENTIRE AGREEMENT**

This Master Contract constitutes the entire agreement between GJUESD and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives.

**GJUESD**

**CONTRACTOR**

By: \_\_\_\_\_  
Robert Nacario  
Director of Educational Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Board Meeting Agenda Item Information

|                                 |                                                                                                       |
|---------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15    | <b>Agenda Item:</b> 131.663<br>Consent Calendar (continued)- Items<br>Removed For Later Consideration |
| <b>Presenter:</b> Karen Schauer | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                    |

The Board will have the opportunity to address any items that are moved from the consent calendar.



## Board Meeting Agenda Item Information

|                                                  |                                                                                                                                                                    |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15                     | <b>Agenda Item: 131.664</b><br>Board Consideration of Approval of Consulting Services Agreement Between GJUESD and Isom Advisors, a Division of Urban Futures Inc. |
| <b>Presenter:</b> Karen Schauer<br>Tom Barentson | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                                                 |

It has been determined that the District needs to explore ways to modernize, renovate and/or improve school classroom and facilities beneficial to the educational environment for all learners. The District has taken several key steps to evaluate facility needs and ways to fund them. To date, the District has had a facilities master plan prepared and has completed a phone survey of District residents.

Given timelines and stakeholder feedback results, it is advised to continue assessing the feasibility of a local school improvement bond program. An approved contract with Isom Advisors would allow the District to continue the assessment process ultimately recommending whether to proceed or not with a measure on an upcoming 2016 ballot. Isom Advisors has previously worked with the District as its financial advisor on the last bond refunding and recently completed the telephone survey of local voters. Isom Advisors has been the leading financial advisor in the state having implemented 42 successful new bond programs since 2014.

From the inception of the facilities survey agreement, Jon Isom and Isom Advisors staff has been highly responsive and flexible to customize a survey feedback process, support Back-to-School Night presentations within a short timeline aligned to the GJUESD Board of Trustees direction for facilities communication and feedback efforts. Moving forward with additional services at this time will build upon the current momentum to finalize the Facilities Master Plan for board action while considering a potential future school improvement bond.

**FISCAL IMPACT:** If a local bond program is unsuccessful or does not make the ballot, there is no cost associated with the financial advisor as Isom Advisors works on a contingent basis. If the measure is successful, costs of issuance for services (Financial Planning and Financial Advisory as outlined in the Scope of Services of the Agreement) would be paid from bond proceeds, not the general fund.

**RECOMMENDATION:** Authorize administration to enter into an agreement with Isom Advisors to continue to plan and explore the feasibility of a local school improvement measure to determine if a bond program is something our community would support. The contract is expanded from the \$12,000 facilities survey already authorized to include a public information program with financial planning services and financial advisory services.



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## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is dated as of the latest date set forth on the signature page hereto (the “Effective Date”) and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation (“Advisor”), and Galt Joint Union Elementary School District (“District”).

### RECITALS

WHEREAS, District wishes to issue certain bonds (the “Bonds”) and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

### AGREEMENT

1. **CONSULTING SERVICES.** District hereby retains Advisor to perform (i) the Financial Planning Services set forth on Exhibit A hereto (the “Financial Planning Services”), (ii) the financial advisory services set forth on Exhibit B hereto (the “Financial Advisory Services”), and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS.** This Agreement shall be effective as of the Effective Date and shall remain in effect (i) until the date of issuance of the final series of Bonds, including any subsequent refinancings of Bonds or (ii) the later 5-year (five-year) anniversary of the Effective Date (the “Term”). The parties may extend the Term for successive 1-year (one-year) periods upon mutual agreement, or otherwise as the parties may agree.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. All fees and expenses are contingent on the success of the Bond and sale of Bonds. Fees for Financial Planning Services and Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

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a. Fees.

i. For Financial Planning Services, District shall pay to Advisor a fee of Twenty-Five Thousand Dollars (\$25,000) payable upon the closing of the first series of Bonds.

ii. For Financial Advisory Services, District shall pay to Advisor a fee of Sixty-Five Thousand Dollars (\$65,000) for each series of Bonds sold, payable upon the closing of each series of Bonds (including, without limitation, the first).

b. Expenses. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses. Payment for any expenses pursuant to this Section 3(b) shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS.**

a. District.

i. Access to Personnel. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. District agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

i. Compliance with Laws. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.

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5. **TERMINATION.**

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

b. Notwithstanding the foregoing, if District terminates this Agreement without cause ninety days (90) or fewer prior to the sale of a series of Bonds in connection with a Bond program with respect to which Advisor performed any Consulting Services, Advisor shall be entitled to promptly receive (i) the full fee as set forth in Section 3(a)(ii) with respect to Financial Advisory Services provided for such Bond series. Such amounts shall be paid by District to Advisor upon District's receipt of proceeds resulting from the sale of such Bonds.

6. **LIMITATION OF LIABILITY.**

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Advisor, Advisor's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Advisor under this Agreement. In addition, Advisor shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of District, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees to be paid to Advisor under this Agreement. In addition, District will not be liable in any

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event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that Advisor shall regard all information received during the performance of services pursuant to this Agreement (“Confidential Information”) as confidential and shall not disclose Confidential Information to any other person without prior consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; (ii) was known to Advisor as of the time of its disclosure; (iii) is independently developed by Advisor; or (iv) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advance notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

8. **ADDITIONAL MATTERS.**

a. Governing Law; Jurisdiction. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Contra Costa County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

b. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

c. Attorneys’ Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys’ fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys’ fees and costs incurred in enforcing such judgment.

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d. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

e. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors, a Division of Urban Futures Inc.  
1470 Maria Lane, Ste. 315  
Walnut Creek, CA 94596  
Attn.: Jonathan Isom, Managing Principal  
Telephone: (925) 478-7450  
E-mail: jon@isomadvisors.com

To District:

Galt Joint Union Elementary School District  
1018 C Street, Suite 210  
Galt, CA 95632  
Attn.: Karen Schauer Ed.D., Superintendent  
Telephone: (209) 744-4545 Ext. 308  
E-mail: kschauer@galt.k12.ca.us

f. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

g. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

DISTRICT:

Isom Advisors,  
A Division of Urban Futures Inc.

Galt Joint Union Elementary School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jonathan Isom  
Title: Managing Principal

Name: Karen Schauer Ed.D.  
Title: Superintendent

Dated: \_\_\_\_\_, 2015

Dated: \_\_\_\_\_, 2015

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## EXHIBIT A

### FINANCIAL PLANNING SERVICES

- Review District project list and assist District in preparing a capital and financing plan
- Analyze the assessed valuation of District, calculate bonding capacity, and perform financial analysis to determine possible bond proceeds
- Create a timeline; coordinate same with bond counsel, District, City, and County
- Recommend proposed bond amount, issuance schedule, and projects to be funded by bond program
- Conduct public information program to assess the feasibility of a bond program for the District and other joint use agencies including the City as well as provide information at public meetings
- Assist bond counsel in the preparation of a bond resolution including preparing ballot language and detailed bond project list
- Prepare tax rate statement and estimates of tax rates for bond program
- If needed, prepare ballot arguments and rebuttals
- Assist District, as needed, to assemble bond finance team members including bond counsel and underwriter; negotiate fees for same as needed

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## EXHIBIT B

### FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary





## Board Meeting Agenda Item Information

|                                             |                                                                                                                                                                                                                                                      |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15                | <b>Agenda Item: 131.665</b><br>Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119 |
| <b>Presenter:</b> Claudia Del Toro-Anguiano | <b>Action Item:</b><br><b>Information Item:</b><br><b>Public Hearing:</b> XX                                                                                                                                                                         |

As a condition of receiving state instructional materials funds, Education Code 60119 and 5 CCR (California Code Regulation) 9531 require that the Governing Board hold an annual public hearing regarding the sufficiency of instructional materials and determine through a resolution whether each student has sufficient textbooks and instructional materials. Pursuant to Education Code 60119, the hearing must be held between the first day that students attend school and the end of the eighth week of the school year. The hearing may not take place during or immediately following school hours.

# Instructional Materials Inventory Summary 2015-2016

| Marengo Ranch | # of Students Enrolled | MATH<br>Houghton<br>Mifflin Co.            | LANG.<br>ARTS<br>Houghton<br>Mifflin Co.   | HIST/<br>SOCIAL<br>MacMillan<br>McGraw-<br>Hill | SCIENCE<br>Pearson<br>Scott<br>Foresman    |
|---------------|------------------------|--------------------------------------------|--------------------------------------------|-------------------------------------------------|--------------------------------------------|
|               |                        | # of students<br>w/o adequate<br>materials | # of students<br>w/o adequate<br>materials | # of students<br>w/o adequate<br>materials      | # of students<br>w/o adequate<br>materials |
| Kindergarten  | 69                     | 0                                          | 0                                          | 0                                               | 0                                          |
| First Grade   | 63                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Second Grade  | 64                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Third Grade   | 62                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Fourth Grade  | 84                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Fifth Grade   | 84                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Sixth Grade   | 93                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Special Ed    | 28                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Home Study    | 3                      | 0                                          | 0                                          | 0                                               | 0                                          |

## Instructional Materials Inventory Summary 2015-2016

| Lake<br>Canyon         | # of Students<br>Enrolled | MATH<br>Houghton<br>Mifflin Co.            | LANG.<br>ARTS<br>Houghton<br>Mifflin Co.   | HIST/<br>SOCIAL<br>MacMillan<br>McGraw-<br>Hill | SCIENCE<br>Pearson<br>Scott<br>Foresman    |
|------------------------|---------------------------|--------------------------------------------|--------------------------------------------|-------------------------------------------------|--------------------------------------------|
|                        |                           | # of students<br>w/o adequate<br>materials | # of students<br>w/o adequate<br>materials | # of students<br>w/o adequate<br>materials      | # of students<br>w/o adequate<br>materials |
| Transitional<br>Kinder | 16                        | 0                                          | 0                                          | 0                                               | 0                                          |
| Kindergarten           | 72                        | 0                                          | 0                                          | 0                                               | 0                                          |
| First Grade            | 64                        | 0                                          | 0                                          | 0                                               | 0                                          |
| Second Grade           | 62                        | 0                                          | 0                                          | 0                                               | 0                                          |
| Third Grade            | 79                        | 0                                          | 0                                          | 0                                               | 0                                          |
| Fourth Grade           | 59                        | 0                                          | 0                                          | 0                                               | 0                                          |
| Fifth Grade            | 81                        | 0                                          | 0                                          | 0                                               | 0                                          |
| Sixth Grade            | 93                        | 0                                          | 0                                          | 0                                               | 0                                          |
| Special Ed             | 26                        | 0                                          | 0                                          | 0                                               | 0                                          |

# Instructional Materials Inventory Summary 2015-2016

| <b>Greer<br/>Elementary</b> | <b># of Students<br/>Enrolled</b> | <b>MATH<br/>Houghton<br/>Mifflin Co.</b>            | <b>LANG.<br/>ARTS<br/>Houghton<br/>Mifflin Co.</b>  | <b>HIST/<br/>SOCIAL<br/>MacMillan<br/>McGraw-<br/>Hill</b> | <b>SCIENCE<br/>Pearson<br/>Scott<br/>Foresman</b>   |
|-----------------------------|-----------------------------------|-----------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------|
|                             |                                   | <b># of students<br/>w/o adequate<br/>materials</b> | <b># of students<br/>w/o adequate<br/>materials</b> | <b># of students<br/>w/o adequate<br/>materials</b>        | <b># of students<br/>w/o adequate<br/>materials</b> |
| Transitional Kinder         | 22                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| Kindergarten                | 58                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| First Grade                 | 62                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| Second Grade                | 54                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| Third Grade                 | 72                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| Fourth Grade                | 78                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| Fifth Grade                 | 82                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| Sixth grade                 | 81                                | 0                                                   | 0                                                   | 0                                                          | 0                                                   |
| Special Ed                  | 8                                 | 0                                                   | 0                                                   | 0                                                          | 0                                                   |

# Instructional Materials Inventory Summary 2015-2016

| River Oaks          | # of Students Enrolled | MATH<br>Houghton<br>Mifflin Co.            | LANG.<br>ARTS<br>Houghton<br>Mifflin Co.   | HIST/<br>SOCIAL<br>MacMillan<br>McGraw-<br>Hill | SCIENCE<br>Pearson<br>Scott<br>Foresman    |
|---------------------|------------------------|--------------------------------------------|--------------------------------------------|-------------------------------------------------|--------------------------------------------|
|                     |                        | # of students<br>w/o adequate<br>materials | # of students<br>w/o adequate<br>materials | # of students<br>w/o adequate<br>materials      | # of students<br>w/o adequate<br>materials |
| Transitional Kinder | 20                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Kindergarten        | 66                     | 0                                          | 0                                          | 0                                               | 0                                          |
| First Grade         | 61                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Second Grade        | 64                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Third Grade         | 78                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Fourth Grade        | 83                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Fifth Grade         | 73                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Sixth Grade         | 82                     | 0                                          | 0                                          | 0                                               | 0                                          |
| Special Ed          | 41                     | 0                                          | 0                                          | 0                                               | 0                                          |

## Instructional Materials Inventory Summary 2015-2016

| Valley Oaks         | # of Students Enrolled | MATH<br>Houghton<br>Mifflin Co.      | LANG.<br>ARTS<br>Houghton<br>Mifflin Co. | HIST/<br>SOCIAL<br>MacMillan<br>McGraw-<br>Hill | SCIENCE<br>Pearson<br>Scott<br>Foresman |
|---------------------|------------------------|--------------------------------------|------------------------------------------|-------------------------------------------------|-----------------------------------------|
|                     |                        | # of students w/o adequate materials | # of students w/o adequate materials     | # of students w/o adequate materials            | # of students w/o adequate materials    |
| Transitional Kinder | 4                      | 0                                    | 0                                        | 0                                               | 0                                       |
| Kindergarten        | 62                     | 0                                    | 0                                        | 0                                               | 0                                       |
| First Grade         | 72                     | 0                                    | 0                                        | 0                                               | 0                                       |
| Second Grade        | 75                     | 0                                    | 0                                        | 0                                               | 0                                       |
| Third Grade         | 87                     | 0                                    | 0                                        | 0                                               | 0                                       |
| Fourth Grade        | 71                     | 0                                    | 0                                        | 0                                               | 0                                       |
| Fifth Grade         | 83                     | 0                                    | 0                                        | 0                                               | 0                                       |
| Sixth Grade         | 72                     | 0                                    | 0                                        | 0                                               | 0                                       |
| Special Ed          | 29                     | 0                                    | 0                                        | 0                                               | 0                                       |

# Instructional Materials Inventory Summary 2015-2016

| <b>McCaffrey<br/>Middle</b> | <b># of Students<br/>Enrolled</b> | <b>MATH<br/>Glencoe/<br/>McGraw-<br/>Hill</b>       | <b>LANG.<br/>ARTS<br/>Prentice<br/>Hall</b>         | <b>HIST/<br/>SOCIAL<br/>Glencoe<br/>/McGraw-<br/>Hill</b> | <b>SCIENCE<br/>Glencoe/<br/>McGraw-<br/>Hill</b>    |
|-----------------------------|-----------------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------|
|                             |                                   | <b># of students<br/>w/o adequate<br/>materials</b> | <b># of students<br/>w/o adequate<br/>materials</b> | <b># of students<br/>w/o adequate<br/>materials</b>       | <b># of students<br/>w/o adequate<br/>materials</b> |
| <b>Seventh Grade</b>        | 430                               | 0                                                   | 0                                                   | 0                                                         | 0                                                   |
| <b>Eighth Grade</b>         | 411                               | 0                                                   | 0                                                   | 0                                                         | 0                                                   |



## Board Meeting Agenda Item Information

|                                             |                                                                                                                                                      |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15                | <b>Agenda Item: 131.666</b><br>Board Consideration of Approval of Resolution #5; GJUESD Resolution to Approve Sufficiency of Instructional Materials |
| <b>Presenter:</b> Claudia Del Toro-Anguiano | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                                   |

The attached resolution states that GJUESD is sufficient for instructional materials in all core content areas. The materials for each content area are identified on the GJUESD Instructional Materials Matrix. In order to determine instructional materials sufficiency, surveys were completed by each school.



**Resolution # 5 (2015-2016)**  
**Galt Joint Union Elementary School District**  
**Resolution Regarding Sufficiency of Instructional Materials**

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 23, 2015 at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District provided at least 10 days' notice of the public hearing posted in at least three public places within the District stated the time, place, and purpose of the hearing, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners in the District, and;

**Whereas**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History
- English/language arts, including the English language development component of an adopted program

**Therefore**, it is resolved that for the 2015-2016 school year, the Galt Joint Union Elementary School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Adopted by the Board of Education of the Galt Joint Union Elementary School District at a Regular meeting of the Board of Education on September 23, 2015.

Vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Matthew Giblin, Clerk  
Board of Education



## Board Meeting Agenda Item Information

|                                                  |                                                                                                                                                                                                                               |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15                     | <b>Agenda Item: 131.667</b><br>Board Consideration of Approval to Request For California Department of Education (CDE) Allowance of Attendance Because of Emergency Conditions at Marengo Ranch Elementary on August 28, 2015 |
| <b>Presenter:</b> Karen Schauer<br>Tom Barentson | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                                                                                                            |

On August 28, 2015, Marengo Ranch Elementary lost electrical power due to a blown transformer. This incident occurred before afternoon Kindergarten began, so none of our afternoon Kindergarten students were allowed to attend school that day and all other students were required to leave school at 9:30 a.m.

California Department of Education considers this an emergency school closure. Upon request, CDE allows us to disregard these days in the computation of Average Daily Attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to Education Code Section 46200, et seg.

Governing Board approval is required to make this request. Board approval is recommended.

**REQUEST FOR ALLOWANCE OF ATTENDANCE  
BECAUSE OF EMERGENCY CONDITIONS  
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name:

School District (or Charter School) Address:

County-District Code:

County Name:

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education  
School Fiscal Services Division  
California Department of Education  
1430 N Street, Suite 3800  
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most

districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

California Department of Education

Form J-13A

### **SCHOOL CLOSURE**

Nature of Emergency (describe):  
Power outage due to SMUD electrical problem

Name of School(s):  
(if request covers all schools, write "all schools")  
Marengo Ranch Elementary School

School Code(s):  
34-67348-6114185

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):  
August 28, 2015 because of the described emergency.

Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

**AFFIDAVIT OF GOVERNING BOARD MEMBERS**

We, members constituting a majority of the governing board of the Galt Joint Union School District, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Printed Names

Signatures

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
Signature, Title \_\_\_\_\_  
of \_\_\_\_\_ County, California

Contact/Individual responsible for preparing this form:

Name: Myla Frantson Title: Fiscal Services Supervisor  
Phone: 209-744-4545 ext 313 Fax : 209-744-4554 E-mail: mfrantson@galt.k12.ca.us

**AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools \_\_\_\_\_  
Date: \_\_\_\_\_

Subscribed and sworn (or affirmed) before me, this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
Signature, Title \_\_\_\_\_  
of \_\_\_\_\_ County, California

Contact/Individual responsible for preparing this form:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail: \_\_\_\_\_



## Board Meeting Agenda Item Information

|                                  |                                                                                                                                                                             |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15     | <b>Agenda Item: 131.668</b><br>Board Consideration of Approval of Board<br>Consideration of Approval of Declaration of<br>Need For Fully Qualified Educators for<br>2015/16 |
| <b>Presenter:</b> Robert Nacario | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                                                          |

The Declaration of Need for Fully Qualified Educators allows the district to hire teachers with limited or emergency permits such as intern credentials when there is a shortage of fully credentialed teachers in certain subject areas or specialty areas. There is a known shortage of fully credentialed special education teachers in California. This Declaration of Need would allow us to hire prospective teachers that either possesses the intern credential, or enough units for our Personnel Credential Analyst to declare candidate "intern ready" after thorough analysis of the candidate's transcripts.



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 15/16  
 Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Galt Joint Union Elementary School District District CDS Code: 67348

Name of County: Sacramento County CDS Code: 34

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 09 /23 /15 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2016.

Submitted by (Superintendent, Board Secretary, or Designee):

|                                                 |                                 |                       |
|-------------------------------------------------|---------------------------------|-----------------------|
| <u>Karen Schauer</u>                            |                                 | <u>Superintendent</u> |
| <small>Name</small>                             | <small>Signature</small>        | <small>Title</small>  |
| <u>209-745-5415</u>                             | <u>209-744-4545</u>             | _____                 |
| <small>Fax Number</small>                       | <small>Telephone Number</small> | <small>Date</small>   |
| <u>1018 C Street, Suite 210, Galt, CA 95632</u> |                                 |                       |
| <small>Mailing Address</small>                  |                                 |                       |
| <u>kschauer@galt.k12.ca.us</u>                  |                                 |                       |
| <small>E-Mail Address</small>                   |                                 |                       |

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

|                 |                  |       |
|-----------------|------------------|-------|
| Name            | Signature        | Title |
| Fax Number      | Telephone Number | Date  |
| Mailing Address |                  |       |
| E-Mail Address  |                  |       |

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| Type of Emergency Permit                                                                                  | Estimated Number Needed |
|-----------------------------------------------------------------------------------------------------------|-------------------------|
| <input type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential) | 0                       |
| <input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)            | 0                       |
| List target language(s) for bilingual authorization:<br>_____                                             |                         |
| <input type="checkbox"/> Resource Specialist                                                              | 0                       |
| <input type="checkbox"/> Teacher Librarian Services                                                       | 0                       |
| <input type="checkbox"/> Visiting Faculty Permit                                                          | 0                       |

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject                  | 0                       |
| Single Subject                    | 0                       |
| Special Education                 | 3                       |
| TOTAL                             | 3                       |



**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?

Yes

No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university intern program?

Yes

No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an intern program.

Teachers College of San Joaquin (TCSI) IMPACT Intern Credential Program, National University, and Sacramento State University

If no, explain why you do not participate in an intern program.

\_\_\_\_\_  
\_\_\_\_\_



## Board Meeting Agenda Item Information

|                                 |                                                                                                                                    |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15    | <b>Agenda Item: 131.669</b><br>Board Consideration of Approval of Professional Development Educator Effectiveness Expenditure Plan |
| <b>Presenter:</b> Karen Schauer | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                 |

**Background**

For the second year, GJUESD teachers and administrators are developing a Professional Learning Growth Plan. The plan includes a focus area for professional learning, evidence to gauge growth, reflection with administrator or other educator and adjustments for continuous improvement.

**Plan**

Every teacher and administrator receive \$1000 from the “educator effectiveness” state funding to be used over a two year period to support professional learning as part of the Professional Learning Growth Plan. The professional learning focus area must relate to key learning areas included in the LCAP goal areas including personalization for maximizing learner growth, Common Core State Standards and NGSS implementation, addressing high needs learners for learning success through RALLI strategies, blended learning approaches and service learning. School administrators prepare professional learning growth plans supporting instructional leadership for CCSS and NGSS implementation.

Administrators approve the teacher professional learning growth plan focus areas and expenditures. Superintendent approves principal professional learning growth plans and expenditures.

**Expenditure Plan**

Professional learning funding covers release time, workshop fees, publications, course fees, on-line resources, supplies. Projected cost for 232 TK- grade eight educators is \$232,000 with the balance of approximately 95,000 supporting BTSA and PAR program needs for 2015-16 and 2016-17. Six pre-kindergarten teachers will also participate through other funding sources, if required.



## Board Meeting Agenda Item Information

|                                  |                                                                                                                                                                                                             |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15     | <b>Agenda Item: 131.670</b><br>Board Consideration of Approval of Memorandum of Understanding Between Sacramento County Office of Education and GJUESD To Jointly Operate A Community School (CARE Program) |
| <b>Presenter:</b> Robert Nacario | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                                                                                          |

Memorandum of Understanding between the Sacramento County Office of Education and the Galt Joint Union Elementary School District for the CARE Program

The CARE Program provides alternative/intervention education for eligible students who are at-risk. The goal of the Program is to assist students learn the skills they need in order to be successful in school.

The Sacramento County Office of Education provides the teacher and is responsible for evaluating the performance of the CARE teacher. The District provides the classroom space and supplies.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SACRAMENTO COUNTY OFFICE OF EDUCATION  
AND GALT JOINT UNION SCHOOL DISTRICT**

**McCaffrey Middle School**

**PARTIES**

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education hereinafter referred to as SCOE and Galt Joint Union School District, hereinafter referred to as DISTRICT.

**PURPOSE**

Whereas, the SCOE and DISTRICT have worked together to meet the needs of children in Sacramento County, and;

Whereas, the SCOE and DISTRICT desire to jointly operate a community school pursuant to the California Education Code, section 1980 authorizing the establishment of county community schools, therefore;

Be it resolved that the SCOE and DISTRICT shall operate a community school in Sacramento, California, under the authority of the Sacramento County Board of Education consistent with all provisions of California law applicable to community schools and SCOE's applicable Board Policies and Administrative Rules and Regulations (ARRs), except as otherwise specified herein.

**OPERATIONAL AGREEMENT**

SCOE agrees to do the following:

- Operate a CARE Intervention/Diversion Programs (CARE Program) as a community school for students referred by the DISTRICT and approved by Sacramento County Probation as eligible for services under Section 601 of the Welfare and Institutions Code, served by SCOE with SCOE entitled to and claiming the Average Daily Attendance (ADA) and California Basic Educational Data System (CBEDS) information as well as enrolling students with SCOE Statewide Student Identifier (SSID) numbers.
- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SCOE Board Policies and ARR.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide classroom furniture for students.
- Provide district substitute teacher for the CARE Program teacher. DISTRICT will invoice SCOE each quarter for reimbursement.
- Provide the CARE Program teacher with district e-mail and access to the school's student information system.
- Provide SCOE all information that is required for CALPADS reporting. Ex. "Free and reduced lunch forms."
- Provide SCOE all information that is required for LCAP reporting. Ex. "Academic outcomes and discipline reports."
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE Program students, as provided to other students.
- Provide CARE Program students access to lunch with peers, physical education classes, electives, and extra-curricular activities according to the school site student handbook.

- Provide transportation for CARE Program fieldtrips. DISTRICT will invoice SCOE for reimbursement.
- Provide to the Superintendent all attendance and other information necessary to complete the state reports.
- Administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE Program 1 students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

## **JOINT RESPONSIBILITIES**

The CARE Program teacher, a SCOE administrator, and a DISTRICT administrator will:

- 1) Agree on initial selection of students for CARE Program based on attendance, academic and behavioral data;
- 2) Determine the appropriateness of placement in the CARE Program for students with disabilities and mutually agree on how services will be provided.

## **FISCAL**

SCOE shall receive funding based on ADA for students enrolled in the CARE Program (CARE ADA), which SCOE will share with the DISTRICT follows:

When the DISTRICT maintains average CARE ADA of **15 or more** and SCOE determines it has covered its costs for the CARE Program at the end of the year, it will distribute 50% of the remaining revenue back to the DISTRICT. The final payment, based on annual reported ADA, shall be made after June 30 of the current year.

If the DISTRICT maintains average CARE ADA of **less than 15** for any individual class, the DISTRICT will not be entitled to any revenue payments. In addition, the DISTRICT is responsible for paying SCOE the difference between CARE Program ADA revenue and the expenses to operate the program.

## **TERM**

This MOU is entered into and effective for the 2015 - 2016 school year and absent a new agreement or termination, continues each year thereafter.

## **TERMINATION OF THE AGREEMENT**

Notice must be given by DISTRICT in writing to discontinue the CARE Program for the following school year to SCOE by January 15 of the current year. For the 2015-2016 school year, this would require notification by January 15, 2016.

SCOE reserves the right to discontinue the CARE Program with 30 days prior notice to the DISTRICT if CARE Program ADA is less than 15 for any individual class. If SCOE wishes to otherwise discontinue the CARE Program for the following school year, it will provide notice to DISTRICT by January 15 of the current year.

## **MODIFICATION**

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the DISTRICT and SCOE shall meet to revise accordingly.

## **INDEMNIFICATION**

DISTRICT agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

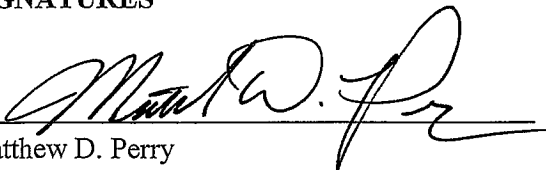
SCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees arising from SCOE's duties and obligations described in this agreement or imposed by law.

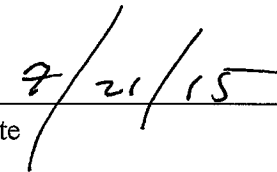
**INDEPENDENT AGENTS**

This MOU is by and between two independent agents, SCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_ 2015, in Sacramento, California

**SIGNATURES**

  
\_\_\_\_\_  
Matthew D. Perry  
Asst. Superintendent of Schools  
Sacramento County Office of Education

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Karen Schauer, Superintendent  
Galt Joint Union School District

\_\_\_\_\_  
Date



## 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

|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15                                                                                                                                                                                                                                                                                                                                    | <b>Agenda Item: 131.671</b><br>Board Consideration of Approval of Memorandum of Understanding Between the Sacramento County Office of Education and the Galt Joint Union Elementary School District to Assist in the implementation of Bullying Prevention Programs |
| <b>Presenter:</b> Robert Nacario                                                                                                                                                                                                                                                                                                                                | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                                                                                                                                                  |
| <p>The Sacramento County Office of Education will provide funding in the amount of \$9,885 for the District to use towards further development of Bullying Prevention Programs. The funds are to be used for staff development. The primary contact for the District is Sophie Lor, one of our School Social Workers.</p> <p>Board approval is recommended.</p> |                                                                                                                                                                                                                                                                     |

## MEMORANDUM OF UNDERSTANDING Agreement #5 GJUSD-BPP

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, referred to as "SCOE" and the **Galt Joint Union School District** referred to as "District."

The purpose of this MOU is to outline the roles and responsibilities of SCOE and the District in regard to implementing the *Student Mental Health Wellness Education and Training Bullying Prevention Program (Program)*. The purpose of the Program is to maintain and/or further increase the capacity of districts to implement sustainable bullying prevention programs and strategies by providing training, demonstration sites, technical assistance and support.

Once signed by both parties, this MOU is in effect from **July 1, 2015 through June 30, 2016**

### The SCOE agrees to:

- Provide a primary contact person for all work under this agreement. The primary contact will be:  
Diane Lampe, Coordinator  
916.228.2542  
dlampe@scoe.net
- Provide funding in the amount of **\$9,885** to support the District's Bullying Prevention program.
  - Pay funds to District within 90 days of receipt of District invoice
- Convene meetings and provide consultation, professional development, technical assistance and support.
- Coordinate with District and demonstration site(s) to implement the Program evaluation plan and related tools.
- Maintain a website to provide bullying prevention resources and information for students, school personnel, parents and community members.

### The District agrees to:

1. Identify a "District Lead" to act as the point of contact and coordinate activities of the Bullying Prevention Program.
2. Continue adherence to the eligibility requirements used to establish demonstration site(s) as outlined on page three (3)
3. **Maintain original** demonstration site(s) to continue implementation of an evidence-based, research validated bullying prevention program for 4<sup>th</sup> 5<sup>th</sup> and/or 6<sup>th</sup> graders.
4. **For original** demonstration site(s), participate in Program evaluation and reporting, including but not limited to, collecting attendance rates for demonstration site(s), documentation of student demographics, participate in surveys related to the Program, and administer Program related surveys to students, parents and staff.
5. **When feasible**, expand implementation to include additional grade levels and/or sites. Report the number of expansion sites/grade levels, curriculum used, and number of students served.
6. **For expansion demonstration site(s)**, submit a signed letter of support from the site administrator(s) and school staff indicating support of the Program.
7. Provide bullying prevention professional development opportunities and refresher trainings in the District for administrators, teachers, support staff, and parents.
8. Attend mandatory meetings, trainings and other events.
9. Disseminate electronic updates, information, and other resources, and promote usage of the BPP website to school community.
10. Submit a copy of the District Board Policy and Administrative Regulations related to Bullying/Bullying Prevention.



11. Submit a Program work-plan and budget that describes how the allocated funds will be used to implement the Bullying Prevention Program.
12. Submit quarterly reports of activities conducted by district personnel and demonstration site(s) by the 10<sup>th</sup> day of the month following the end of each quarter.
13. Invoice SCOE quarterly by the 15<sup>th</sup> day of the month following the end of each quarter.
14. Expend all funds by June 30, 2016. Submit final report and final invoice to SCOE no later than July 8, 2016.

**Indemnity Statement and Agreements**

Each party hereto agrees that they shall indemnify, defend and hold the other party and their governing body, officers, agents and employees, harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney fees and costs, incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party, at the indemnifying party's own expense and risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against any other party, the members of their governing body, officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party shall not be liable for damage or injury occasioned by the sole negligence or willful misconduct of the non-indemnifying party and its officers, agents, or employees. This provision shall not be limited to the availability or collectability of insurance coverage.

It is understood no relationship of agency between SCOE and the District is created by this MOU. The SCOE and its employees and agents performing services related to this MOU are not agents or employees of the District and are not entitled to any of the rights and/or benefits of District employees. The District and its employees and agents performing services related to this MOU are not agents or employees of the SCOE and are not entitled to any of the rights and/or benefits of SCOE employees.

In the performance of this MOU, any persons employed by the District shall be entirely and exclusively under the direction, supervision, and control of the District. In the performance of this MOU, any persons employed by the SCOE shall be entirely and exclusively under the direction, supervision, and control of the SCOE.

Neither SCOE nor the District shall have any power, right or authority to bind the other to any agreement or obligation or waiver, compromise or settle any account or claim on behalf of the other, or in any manner or act on behalf of the other without written authorization to do so.

The SCOE and the District shall monitor this agreement to oversee implementation of project activities.

**For the Sacramento County Office of Education:**  
Mark Vigarío, Assistant Superintendent  
Educational Services

**For the Galt Joint Union School District:**  
Dr. Karen Schauer, Superintendent

---

*Signature and Date*

---

*Signature of Superintendent (or Designee) and Date*

## Demonstration Sites Criteria

1. **Demonstrated Need** – the school site has need for a bullying prevention program; the district provides supporting evidence.
2. **Demonstrated Strengths** – the site has strengths and capacity that will support the successful implementation of a bullying prevention program; the district provides supporting evidence.
3. **Willingness and Agreement to Implement from Administration and Staff** – the district submits a signed letter of support from the site administrator(s) and school staff.
4. **Under-served Cultural Populations** – the site serves students and families of diverse cultural and ethnic backgrounds; district provides evidence.
5. **Students at Risk** – the student population or groups of students at the site are at risk for bullying; the district provides evidence.



## 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

|                                  |                                                                                                                                                                                                            |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> 9/23/15     | <b>Agenda Item: 131.672</b><br>Board Consideration of Approval of Out-Of-State Conference Attendance by Robert Nacario to Attend the AASA Superintendent's Symposium in Park City and Salt Lake City, Utah |
| <b>Presenter:</b> Robert Nacario | <b>Action Item:</b> XX<br><b>Information Item:</b>                                                                                                                                                         |

This year's American Association of School Administrators (AASA) Superintendent's Symposium is being held in Park City and Salt Lake City. The dates are October 27th and 28th. The theme of the Symposium is Personalized Learning. All expenses are being paid by the AASA. Mr. Nacario will be presenting with Edivate.

Board approval is recommended.