

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

Regular Board Meeting  
Wednesday, October 26, 2016  
**6:00 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. 6:00 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 LEGAL COUNSEL—Anticipated Litigation, Government Code §54956.9
  - One Matter
  
2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Tom Barentson, Claudia Del-Toro Anguiano, Donna Mayo-Whitlock
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees
  
3. 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. Reports**

**LCAP GOAL 1**

*Develop and implement personalized learning and strengths-based growth plans for every student that articulate and transition to high school learning pathways while closing the achievement gap.*

1. Update on Superintendent's White House Meeting on November 15, 2016: Karen Schauer

## LCAP GOAL 2

*Implement CCSS And NGSS in classrooms and other learning spaces through a variety of blended learning environments: at school, outdoors, in the community, and virtually while closing the achievement gap.*

## LCAP GOAL 3

*Processes and measures for continuous improvement and accountability are applied throughout the LEA including personalized evaluation processes.*

1. Budget Cycle: Tom Barentson
2. California Accountability System Timeline: Karen Schauer and Donna Mayo-Whitlock
3. Communications and Engagement Strategies and Materials Support: Karen Schauer

## LCAP GOAL 4

*Maintenance, grounds, custodial, food services, and health staff maintain all school facilities that are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> Century Learning.*

1. Measure K Facilities General Obligation Bond Measure Update: Karen Schauer and Tom Barentson
2. Property Tax Clarification: Tom Barentson
3. Superintendent's Measure K Informational Letter: Karen Schauer
4. GJUESD Communication Systems and Lake Canyon Elementary Phones: Tom Barentson
5. Maintenance, Operations and Transportation (MOT) Yard Beautification: Tom Barentson
6. Imagination Playground: Judith Hayes  
[https://youtu.be/NV\\_qRHu841o](https://youtu.be/NV_qRHu841o)

## ADDITIONAL ITEMS

1. Williams Uniform Complaint Process 1<sup>st</sup> Quarterly Report: Karen Shauer

## **F. Recommended Actions**

### **1. Routine Matters/New Business**

#### 131.792 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 28, 2016 Regular Board Meeting

##### c. Payment of Warrants –

Certificated/Classified Payrolls Dated: 9/30/16, 10/7/16, 10/10/16  
10/14/16

Vendor Warrant Numbers: 17309488-17309545, 17309981 –  
17310038, 17312210 – 17312304, 17313502 - 17313583

##### d. Personnel

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

- e. Donations
  - f. Children's Choice for Hearing & Talking (CCHAT) – Nonpublic Agency Contract
  - g. Learning Solutions Non Public School Contract – Nonpublic Agency Contract
- |         |  |                        |
|---------|--|------------------------|
| 131.793 | Consent Calendar (Continued) – Items Removed for Later Consideration   | CC<br>Items<br>Removed |
| 131.794 | Public Hearing to Consider Resolution #3 Concerning the Approval of the District's School Facility Needs Analysis and Adoption of Alternative Level 2 School Facility Fees on Residential Development Pursuant to Government Code Section 65995.5 and Education Code Section 17620   | PUBLIC<br>HEARING      |
| 131.795 | Board Consideration of Approval of Resolution #3 Approving the GJUESD Schools Facilities Needs Analysis and Adoption of Alternative Level 2 School Facilities Fees on Residential Development in Compliance with Government Code Sections 65995.5 and 65995.6 and Making Related Findings and Determinations               | MOTION                 |
| 131.796 | Public Hearing to Consider Resolution #4 Concerning the Approval of the District's School Facility Needs Analysis, Level 1 Fee Justification Report and Adoption of School Facility Fees on Residential, Commercial and Industrial Development Pursuant to Government Code Section 65995 and Education Code Section 17620. | PUBLIC<br>HEARING      |
| 131.797 | Board Consideration of Approval of Resolution #4 Approving the District's School Facility Needs Analysis, Level 1 Fee Justification Report and Adoption of School Facility Fees on Residential, Commercial and Industrial Development Pursuant to Government Code Section 65995 and Education Code Section 17620           | MOTION                 |
| 131.798 | Board Consideration of Approval of Galt Elementary Faculty Association (GEFA) and GJUESD Agreement Article XXIV, Term/Living Contract  | MOTION                 |
| 131.799 | Board Consideration of Approval of Letter of Support from the GJUESD Board of Trustees to Delta College Regarding the Selection of the San Joaquin Delta Community College North County Campus at the Liberty Road Site, South of Galt City Limits   | MOTION                 |
| 131.800 | Board Consideration of Approval of BP/AR 1312.3 Uniform Complaint Procedures   | MOTION                 |

- |         |   |                |
|---------|---|----------------|
| 131.801 | Public Hearing of Galt Joint Union Elementary School District Sunshine Proposal for Fiscal Year 2015-16 with California School Employees Association:<br><ol style="list-style-type: none"> <li>1. Article XV – Transportation</li> <li>2. Article XVII – Professional Growth</li> </ol>                            | PUBLIC HEARING |
| 131.802 | Board Consideration of Approval of Galt Joint Union Elementary School District Sunshine Proposal for Fiscal Year 2015-16 with California School Employees Association:<br><ol style="list-style-type: none"> <li>3. Article XV – Transportation</li> <li>4. Article XVII – Professional Growth</li> </ol>           | MOTION         |
| 131.803 | Board Consideration of Approval of Resolution #5 Ordering the Reduction of 12 Months to 11 Months of the Bilingual Office Assistant for Special Programs Position   | MOTION         |
| 131.804 | California School Employees Association (CSEA) Sunshine Proposal for Fiscal Year 2015-16 with Galt Joint Union Elementary School District<br>Article V Hours and Overtime<br>Article VI CSEA Rights<br>Article X Transfers<br>Article XVIII Fringe Benefits<br>Article XIX Wages<br>Article XXI Disciplinary Action | NO ACTION      |

**G. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs
2. Governance Team Continuous Improvement
3. Board Policy regarding Deferred Maintenance
4. Fairsite School Readiness Center
5. Data Analysis and Changes in State Accountability

**H. Public Comments** for topics not on the agenda

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

**I. Adjournment**

*The next regular meeting of the GJUESD Board of Education: November 17, 2016*

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



## 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> 10/26/16   | <b>Agenda Item:</b> Closed Session                 |
| <b>Presenter:</b> Karen Schauer   | <b>Action Item:</b><br><b>Information Item:</b> XX |
| <ol style="list-style-type: none"><li>1. CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation, Government Code §54956.9<ul style="list-style-type: none"><li>▪ One Matter</li></ul></li><li>2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6<br/>Agency Negotiator: Karen Schauer, Tom Barentson, Claudia Del-Toro Anguiano, Donna Mayo-Whitlock<ul style="list-style-type: none"><li>▪ Employee Agency: (GEFA) Galt Elementary Faculty Association</li><li>▪ Employee Agency: (CSEA) California School Employee Association</li><li>▪ Non-Represented Employees</li></ul></li><li>3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957</li></ol> |  |



## 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> 10/26/16   | <b>Agenda Item:</b> Reports                        |
| <b>Presenter:</b> Karen Schauer | <b>Action Item:</b><br><b>Information Item:</b> XX |

#### LCAP GOAL 1

*Develop and implement personalized learning and strengths-based growth plans for every student that articulate and transition to high school learning pathways while closing the achievement gap.*

1. Update on Superintendent's White House Meeting on November 15, 2016: Karen Schauer

#### LCAP GOAL 2

*Implement CCSS And NGSS in classrooms and other learning spaces through a variety of blended learning environments: at school, outdoors, in the community, and virtually while closing the achievement gap.*

#### LCAP GOAL 3

*Processes and measures for continuous improvement and accountability are applied throughout the LEA including personalized evaluation processes.*

1. Budget Cycle: Tom Barentson
2. California Accountability System Timeline: Karen Schauer and Donna Mayo-Whitlock
3. Communications and Engagement Strategies and Materials Support: Karen Schauer

#### LCAP GOAL 4

*Maintenance, grounds, custodial, food services, and health staff maintain all school facilities that are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> Century Learning.*

1. Measure K Facilities General Obligation Bond Measure Update: Karen Schauer and Tom Barentson
2. Property Tax Clarification: Tom Barentson
3. Superintendent's Measure K informational Letter: Karen Schauer
4. GJUESD Communication Systems and Lake Canyon Elementary Phones: Tom Barentson
5. Maintenance, Operations and Transportation (MOT) Yard Beautification: Tom Barentson
6. Imagination Playground: Judith Hayes  
[https://youtu.be/NV\\_qRHu841o](https://youtu.be/NV_qRHu841o)

#### ADDITIONAL ITEMS

1. Williams Uniform Complaint Process 1<sup>st</sup> Quarterly Report: Karen Schauer



1. Update on Superintendent's White House Meeting on November 15, 2016:  
Karen Schauer

The convening includes a select group of district superintendents leading personalized learning efforts nationwide for an invitation-only roundtable discussion and listening session with senior leadership from the U.S. Department of Education and the White House on the achievements and challenges of 21st Century schooling. The convening is hosted by the U.S. Department of Education with the White House Domestic Policy Council.



1. Budget Cycle: Tom Barentson

To continue and improve our understanding of the budgetary and fiscal processes of the District, the Fiscal Services department will be meeting with school site leadership and support staff on a periodic basis to explain, implement, revise, and design school site budgets throughout each school year. The school budget cycle is a continuous cycle where three years of budgets (previous year, current year, and future year) are studied to make sure the district is delivering the resources needed for students at each school site to succeed and increase academic growth and achievement.

Fiscal Services team will present the budget cycle in a brief presentation.

2. California Accountability System Timeline: Karen Schauer and Donna Mayo-Whitlock

- Status and growth model
- Multiple measures
- New LCAP template in January
- Future study session
- GJUESD LCAP Dates

The attached presentation slide outlines the timeline for on-going development of the state accountability system. The Sacramento County Office of Education is conducting district trainings to prepare regional school districts for the new system.

3. Communications and Engagement Strategies and Materials Support: Karen Schauer

Edelman Statement of Work

- Community Audit and Recommendation
- Public Information Materials
- Community Engagement



# Timeline for Development of CA's Accountability System

| Development of State Accountability System                              | 2016-17  | 2017-18   | 2018-19   | 2019-20   |
|---|--|---|---|---|
| CAASPP (ELA, math) <span style="float: right;">Fully operational</span> | Status<br>CA Alt Assessment                          |   |   | Growth model  |
| English Learner Proficiency   | CELDT<br>ELPAC field test                            | ELPAC summative   | ELPAC initial & summative<br>EL Indicator pilot | revised EL Indicator                                      |
| Graduation Rates  | 4-year cohort status/change model                    |   | 4 & 5-year cohort status/change model           |   |
| Chronic Absenteeism   | 1 <sup>st</sup> year of data                         | Pilot status  | Pilot status & change                           | Status & change   |
| Suspension rate   | 2 years suspension status/change model               |   |   |   |
| College and Career Readiness  | first phase status & change model                    | Pilot revised model - status                                    | Pilot revised model with status & change        | Revised status/change model                               |
| CAASPP Science<br>(CA Science Test – CAST; CA Alternative Assessment)   | Pilot test   | CAST field test and CAA pilot test                              | CAST & CAA fully operational                    | Pilot as state indicator, possible inclusion 2020-21      |
| High School Readiness   | Proposed review of a high school readiness indicator | Pilot a high school readiness indicator                         | Model ready for use in CA system                |   |
| Alternative Accountability (ASAM)                                       | Recommendations on revised ASAM                      | Pilot revised ASAM model  | Model ready for use in CA system                |   |
| Local Indicators (SP 1, 2, 3, 6, 7, 8, 9, 10) & local climate survey    | Local climate work group                             | Pilot local indicators & climate for SP 1, 2, 3, 6, 7, 8, 9, 10 | Pilot revised local indicators                  | Local Indicators & climate for SP 1, 2, 3, 6, 7, 8, 9, 10 |



## LCAP Feedback Session Dates

---

### **District Advisory Committee (DAC) Meeting Dates**

3:30-5:00p.m. | District Office | 1018 C Street, Suite 210

October 4, 2016

December 6, 2016

February 7, 2017

April 4, 2017

May 2, 2017: LCAP presentation to DAC, DELAC, SSC

May 23, 2017: Response to LCAP Comments presentation to DAC, DELAC, SSC

### **Board of Education Meetings to Consider LCAP**

Time and Location TBD

May 17, 2017: Tentative LCAP Study Session

June 14, 2017: Tentative LCAP & Budget Public Hearing

June 28, 2017: LCAP & Budget Adoption

### **Listening Circles**

8:00-12:00p.m.

February 3, 2017 at Greer Elementary

February 10, 2017 at Marengo Ranch Elementary

February 17, 2017 at Valley Oaks Elementary

March 9, 2017 at McCaffrey Middle School

March 10, 2017 at Lake Canyon Elementary

March 17, 2016 at River Oaks Elementary



1. Measure K Facilities General Obligation Bond Measure Update: Karen Schauer and Tom Barentson

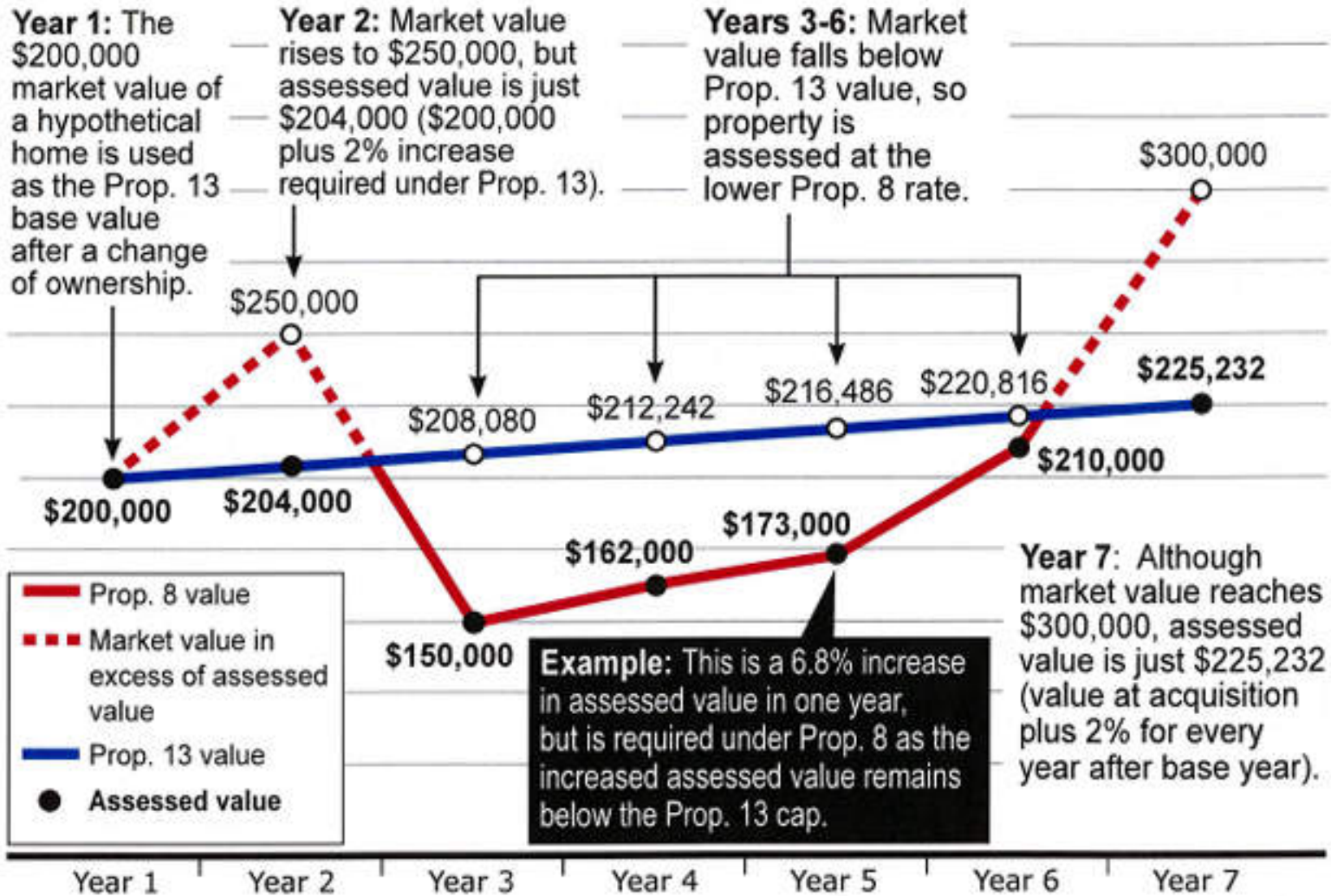
The Sacramento and San Joaquin Registrar of Voters have distributed sample ballot and voter information pamphlets to community members. Measure K Facility School Bond measure is included in this document with:

- A. School Facilities Projects for:
  - 1) School Safety and Security
  - 2) Modernization
  - 3) Upgrades, Repairs and Replacement of Building Systems
  - 4) 21<sup>st</sup> Century Learning Classroom Improvements
- B. Tax Rate Statement:
  - 1) \$30.00 per \$100,000 of assessed valuation
- C. Argument in favor of Measure K

2. Property Tax Clarification: Tom Barentson  
Recently property owners in our community received their property tax reports for the upcoming year. Some have commented on increases they have received. Due to the recession, when assessed values fell below present market values, property taxes were reduced. Now as market values are returning and/or surpassing their original assessed values property taxes are returning and/or increasing to meet the original assessed values. An illustration is provided for the Board of Education and Publics viewing.
3. Superintendent's Measure K Informational Letter: Karen Schauer
4. GJUESD Communication Systems and Lake Canyon Elementary Phones: Tom Barentson
5. Maintenance, Operations and Transportation (MOT) Yard Beautification: Tom Barentson  
  
Two weeks ago, the Galt Beautification Committee and their volunteers enhanced the entrance landscaping to our MOT yard. Pictures will be provided at the meeting. The district recognizes Jeanine St. Claire and her team of volunteers who spearheaded this effort with the Galt Beautification Committee.
6. Imagination Playground: Judith Hayes  
[https://youtu.be/NV\\_qRHu841o](https://youtu.be/NV_qRHu841o)

# How property values are assessed

California's Proposition 13 caps the growth of a property's assessed value at no more than 2 percent a year unless the market value of a property falls lower. When that happens, Proposition 8, which also passed in 1978, allows the property to be temporarily reassessed at the lower value. However, as the value of the property rises, the assessed value and resulting property taxes may increase more than 2 percent a year up to the annually adjusted Prop. 13 cap.





## **Local Measure K to Address Galt Elementary School District Facilities Needs**

Dr. Karen Schauer, Superintendent

Galt Joint Union Elementary School District

October 21, 2016

With a long-standing history of “building a bright future for all learners,” the Galt Joint Union Elementary School District educates over 3800 pre-kindergarten through 8<sup>th</sup> grade students in seven schools in our community. Only two of our schools (McCaffrey Middle School and Lake Canyon Elementary School) were built within the past fifteen years; the average age of our schools is 29 years, and our oldest school building was built more than 60 years ago. All of us who work in the District are proud of the education that is provided for the children in our community.

Last year, the GJUESD Board of Trustees directed District leadership to conduct a thoughtful and comprehensive process to determine facilities needs beginning with the development of a comprehensive Facilities Master Plan. Throughout the 2015-16 school year, employees, parents and community members discussed and provided input and ideas for the Board and staff to consider as they decided on facilities priorities and funding resources. Following Community Facilities Engagement sessions and additional study sessions, the Board took action to proceed with participation in the November 2016 General Obligation Bond election.

Measure K is a local school facilities improvement bond measure on the November 8<sup>th</sup> General Election ballot. If approved by at least 55 percent of the voters within GJUESD, Measure K will authorize \$19.7 million in bonds in order to fund major renovations, repairs and upgrades to classrooms and schools throughout GJUESD. The funding will support the following four key areas: 1) school safety and security, 2) building system upgrades, 3) facilities repairs or replacement and 4) improvements to bring classrooms, science labs and school libraries into the 21<sup>st</sup> Century. If passed, a Citizen’s Oversight Committee would be established to ensure that bond proceeds are spent only for the school facilities projects listed in the Bond Project List for Measure K.

Our schools are truly “neighborhood treasures” across the community of Galt. The School District and City of Galt work together to use our facilities to provide learning, recreational and civic opportunities through such programs as: SOAR After School Program, Parks and Recreation sports leagues, City Tots Preschool, Scouts, Winter Bird Festival, and voter registration and polling locations.

For additional information on Measure K or the GJUESD Facilities Master Plan, please contact me at [kschauer@galt.k12.ca.us](mailto:kschauer@galt.k12.ca.us) or (209) 744-4545 Ext. 310.



## ADDITIONAL ITEMS

---

1. Williams Uniform Complaint Process 1<sup>st</sup> Quarterly Report: Karen Schauer

----- Forwarded message -----

From: **Cyndi Kroeck** <ckroeck@scoe.net>  
Date: Thu, Oct 13, 2016 at 3:57 PM  
Subject: Transmission Received!  
To: "kbock@galt.k12.ca.us" <kbock@galt.k12.ca.us>

Thank you for your 1st Quarter, 2016-2017 Williams UCP Quarterly Report.

Cyndi

**Cyndi Kroeck**

Executive Assistant to Assistant Superintendent Mark Vigario  
Office: [916.228.2672](tel:916.228.2672) | Fax: [916.228.2403](tel:916.228.2403)  
Email: [ckroeck@scoe.net](mailto:ckroeck@scoe.net) | Web: [www.scoe.net](http://www.scoe.net)

Timestamp :: 10/6/2016 8:01:16

Name :: Karen Schauer

Job Title :: Superintendent

Phone Number :: [2097444545](tel:2097444545)

E-mail Address :: [kbock@galt.k12.ca.us](mailto:kbock@galt.k12.ca.us)

School District :: Galt Joint Union School District (Elementary)

Year Covered by This Report :: 2016

Quarter Covered by This Report :: Quarter 1 (July-September)

Number of Textbook Complaints :: 0

Number of Textbook Complaints Resolved :: 0

Number of Textbook Complaints Unresolved :: 0

Number of Emergency Facilities Complaints :: 0

Number of Emergency Facilities Complaints Resolved :: 0

Number of Emergency Facilities Complaints Unresolved :: 0

Number of Vacancy/Misassignment Complaints :: 0

Number of Vacancy/Misassignment Complaints Resolved :: 0

Number of Vacancy/Misassignment Complaints Unresolved :: 0

Includes All UCP Complaints :: This report includes \*ALL\* UCP complaints in the above categories for the reported quarter—both at my district office and all school sites in my district.

Briefly summarize the nature of complaints and how they were resolved :: NA



**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> 10/26/16   | <b>Agenda Item: 131.792</b><br>Board Consideration of Approval of Consent Calendar |
| <b>Presenter:</b> Karen Schauer   | <b>Action Item:</b> XX<br><b>Information Item:</b>                                 |
| <ul style="list-style-type: none"> <li>a. Approval of the Agenda</li> <li>b. Minutes: September 28, 2016 Regular Board Meeting</li> <li>c. Payment of Warrants –<br/> <u>Certificated/Classified Payrolls Dated:</u> 9/30/16, 10/7/16, 10/10/16<br/>           10/14/16<br/> <u>Vendor Warrant Numbers:</u> 17309488-17309545, 17309981 – 17310038, 17312210 – 17312304, 17313502 - 17313583</li> <li>d. Personnel           <ul style="list-style-type: none"> <li>1. Resignations/Retirement</li> <li>2. Leave of Absence Requests</li> <li>3. New Hires</li> </ul> </li> <li>e. Donations</li> <li>f. Children’s Choice for Hearing &amp; Talking (CCHAT) – Nonpublic Agency Contract</li> <li>g. Learning Solutions Non Public School Contract – Nonpublic Agency Contract</li> </ul> |  |



# 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, September 28, 2016

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

## Board Members Present

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

## Administrators Present

Karen Schauer  
Thomas Barentson  
Gerardo Martinez  
Emily Peckham  
Claudia Del Toro-  
Anguiano  
Donna Mayo-Whitlock  
Laura Marquez  
Jennifer Porter  
Judith Hayes

# MINUTES

- A. Present for closed session: Karen Schauer, Tom Barentson, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Kevin Papineau, Grace Malson, John Gordon, Matthew Felix

**Closed Session** was called to order at 5:45 p.m. by Kevin Papineau to discuss the following items:

1. STUDENT MATTER, Education Code §35146, 48918(c),
  - Expulsion Readmission Case #15/16-03
2. CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation, Government Code §54956.9
  - One Matter
3. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Tom Barentson, Claudia Del-Toro Anguiano, Donna Mayo-Whitlock
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees
4. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

- B. **Closed Session Adjourned** at 7:00 p.m. The open meeting was called to order at 7:05 p.m. by Kevin Papineau followed by the flag salute. He announced no action taken in closed session.

## C. Reports

### LCAP GOAL 1

*Develop and Implement Personalized Learning and Strengths-based Growth Plans for Every Learner*

1. Karen Schauer reported on College Presidents Galt Summit. This community education event was hosted by the City of Galt, GJUESD and GJUHS and featured San Joaquin Delta College President Kathy Hart and Sacramento State President Robert Nelson. She highlighted Dr. Hart's presentation including 21<sup>st</sup> Century Skills students need to know and be able to do at the end of grade 12 to be college and career ready related to 1.) academic knowledge and cognitive skills, 2.) noncognitive skills, 3.) college and career awareness and 4.) employability and life skills.

Dr. Schauer provided context, considerations and continuous improvement reflections including GJUESD commitment to each and every child Growing And Learning Together. She indicated that elements of the Galt Bright Future initiative align with college, career and life skills including learner-centered strategies, blended learning experiences and responsive adjustments. Dr. Schauer indicated that the State's direction with the Local Control Accountability Plan (LCAP) requires multiple measures of achievement with attention to academic and engagement results.

LCAP Goal 3 reports were moved to this point in the meeting.

*Processes And Measures For Continuous Improvement And Accountability Are Applied Through The District Including Personalized Evaluation Processes*

1. Claudia Del Toro-Anguiano reported on Smarter Balanced Assessment Consortium (SBAC) state test results data analysis and implications for action. She emphasized that this information is about accountability and our responsibility for growth by looking at a range of assessments; Galt's Progress towards Success (GPS).

Kevin Papineau stated that when you look at data analysis across districts and counties our district assessment results are comparable to others.

John Gordon stated that SBAC scores do not seem to correlate with the rigor of the personalized learning goals as measured through Measures of Academic Progress (MAP). He would like the district to do more to build understanding among parents, staff and community members as it relates to academic assessments and the Local Control Funding Formula (LCFF) requirement to improve student outcomes based on student demographic factors.

School principals addressed the board to share best practices:

- o Jennifer Porter: Monthly math team meetings
  - o Gerardo Martinez: Increased independent reading time
  - o Laura Marquez: Goal setting
  - o Judith Hayes: Technology integration
  - o Emily Peckham: Use of pacing guides
  - o Donna Whitlock on behalf of River Oaks administration: Differentiation and leveled grouping
2. Donna Mayo-Whitlock reported on Program Improvement Year 3 Local Education Agency (LEA) Evidence of Progress (2015-16). She indicated this annual submission is required for all districts in Program Improvement Year 4 and above. The progress report included:
    - o Progress information towards implementation of the strategies and action in the Local Education Agency (LEA) plan
    - o Analysis of the District's progress towards student achievement goals
    - o Documentation of annual communication with our Board of Trustees regarding the end-of-year evidence of progress

3. Donna Mayo-Whitlock reported on 2016-17 Title III Local Education Agency (LEA) Plan Performance Goal 2 Review. She indicated all English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics. The Title III Improvement Plan:
  - Summarizes information and descriptions of how the GJUESD is meeting or plans to meet each Title III requirement
  - Describes use of the sub-grant funds to meet all accountability measures
  - Includes how the District holds the school sites accountable
  - Explains the District's plan to promote parental and community participation in programs for ELs
  - Demonstrates how the District will provide high quality language instruction using supplementary funds
  - Describes the factors contributing to failure to meet desired accountability measures and modifications made
  - Describes allowable activities relating to supplementary services as part of the language instruction program for EL students
  - Includes a plan to provide services for immigrant students
4. Karen Schauer reported on Sacramento County Office of Education CORE Data Collaborative. She indicated Sacramento County school districts are collaborating with other participating California districts to examine both growth and achievement. By participating in the collaborative GJUESD will have increased data analysis options.

LCAP GOAL 2 report was moved to this point in the meeting.

*Implement CCSS And NGSS In Classrooms and Other Learning Spaces Through A Variety Of Blended Learning Environments*

1. Jennifer Collier and Nicole Brewer reported on Lights On Afterschool. Ms. Collier stated that Light's On Afterschool is a celebration of afterschool youth programs in GJUESD.

Nicole Brewer stated that the event includes a talent show, information booth, free dinner and free raffle to all attendees.

LCAP GOAL 4

*Maintenance, Grounds, Custodial, Food Services, And Health Staff Maintain School Facilities That Are Safe, Healthy, Hazard Free, Clean And Equipped For 21<sup>st</sup> Century Learning*

1. Karen Schauer and Tom Barentson reported on Measure K. The Frequently Asked Questions (FAQs) have been updated to include 1.) district refinancing of the bond to save taxpayers \$1.2 million in interest and 2.) clarifying tax rate for elementary district bond and high school district bond - \$30.00 per \$100,000 of assessed rate for each district that does not exceed \$60.00 per \$100,000 for a unified district.
2. Tom Barentson reported on Joint Powers Authority (JPA) Summer Projects. He indicated projects paid by JPA funds for GJUESD are nearly complete. They include:
  - Security fencing at Marengo Ranch Elementary
  - Parking, paving and plumbing at Maintenance, Operations and Transportation (MOT)
  - Security system installation at Valley Oaks and Marengo Ranch Elementary
  - Playground, hardcourt, and parking renovations at Valley Oaks Elementary and Fairsite School Readiness Center

ADDITIONAL ITEMS

1. Karen Schauer reported 2016-17 School Fundraisers.

**D. Recommended Actions**

**1. Routine Matters/New Business**

131.782 A motion was made by John Gordon to approve the Consent Calendar, seconded by Grace Malson and unanimously carried.

- a. Approval of the Agenda
- b. Minutes: July 27, 2016 Regular Board Meeting
- c. Payment of Warrants –  
Certificated/Classified Payrolls Dated: 8/31/16, 9/9/16, 9/12/16, 9/16/16  
Vendor Warrant Numbers: 17304985-17305030, 17305946-17306015, 17306999-17307084, 17307493-17307502, 17307947-17308012, 17309037-17309130
- d. Personnel

| Last Name         | First Name | Assignment              | Location | New Hire | Transfer | Resignation | Leave of Absence |
|-------------------|------------|-------------------------|----------|----------|----------|-------------|------------------|
| Monteon           | Mayra      | Yard Supervisor         | RO       |          |          | 8/17/16     |                  |
| Trevino           | Angela     | BFLC Technician         | VO       |          |          | 9/2/2016    |                  |
| Terrones Rojas    | Laura      | Classified Substitute   | NA       | X        |          |             |                  |
| Freeman           | Leslie     | Classified Substitute   | NA       | X        |          |             |                  |
| Fuentes           | Cassandra  | Classified Substitute   | NA       | X        |          |             |                  |
| Almeida           | Paulena    | Classified Substitute   | NA       | X        |          |             |                  |
| Ochoa Tapia       | Angeli     | Classified Substitute   | NA       | X        |          |             |                  |
| Bradley           | Samantha   | Teacher                 | GES      |          |          |             | 1/3/17-3/24/17   |
| Mendoza Rodriguez | Norma      | IA Bilingual Substitute | MMS      |          |          |             | 9/8/16-9/7/2017  |
| Sperisen          | MariaElena | Teacher                 | NA       |          |          | 9/1/2016    |                  |
| Anaya             | Maria      | Secretary               | GES      |          |          |             | 10/7/16-1/31/17  |
| Graham            | Amy        | Speech Therapist        | VO       |          |          |             | 10/7/16-12/16/16 |
| Roque             | Julio      | Yard Supervisor         | VO       |          |          | 9/2/2016    |                  |
| Manabat           | Mary       | Yard Supervisor         | RO       |          |          | 9/16/2016   |                  |
| Johnson           | Micaella   | IA Special Education    | RO       | X        |          |             |                  |
| Vielma            | Martha     | Instructional Assistant | VO       | X        |          |             |                  |

|           |             |                          |       |   |   |  |                  |
|-----------|-------------|--------------------------|-------|---|---|--|------------------|
| Munoz     | Alondra     | Instructional Assistant  | VO    | X |   |  |                  |
| Enriquez  | Alicia      | IA Bilingual             | VO    | X |   |  |                  |
| Ibanez    | Sofia       | IA Bilingual             | VO    | X |   |  |                  |
| Quezada   | Jennifer    | IA Bilingual             | LC    |   | X |  |                  |
| Quitter   | Dana        | IA Special Education     | RO    | X |   |  |                  |
| Sanchez   | Cristina    | IA Special Education     | RO    | X |   |  |                  |
| Flores    | Margarita   | IA Special Education     | RO    | X |   |  |                  |
| Wing      | Jennifer    | Yard Supervisor          | MMS   | X |   |  |                  |
| Ramirez   | Yeni        | IA Special Education     | MRE   | X |   |  |                  |
| Guttridge | Lisa        | Instructional Assistant  | RO    | X |   |  |                  |
| Almeida   | Paulena     | Instructional Assistant  | FS    | X |   |  |                  |
| Kharbanda | Ruby        | Substitute Teacher       | NA    | X |   |  |                  |
| Brewer    | Nicole      | ASES Coordinator         | MMS   |   |   |  | 2/6/17-3/20/17   |
| Clare     | Kathy       | IA Special Education     | MMS   |   |   |  | 9/26/16-12/16/16 |
| LeFlore   | Angela      | Teacher                  | GES   | X |   |  |                  |
| Andrijich | Lisa        | Bus Driver               | Trans | X |   |  |                  |
| Svoboda   | Nicholas    | Food Services Supervisor | DO    | X |   |  |                  |
| Wiley     | Christopher | Substitute Teacher       | NA    | X |   |  |                  |
| Norris    | Yvette      | IA Special Education     | MRE   |   | X |  |                  |
| Sanchez   | Lucero      | IA Sp Ed                 | FS    | X |   |  |                  |
| Henriquez | Vanessa     | BFLC Technician          | VO    |   | X |  |                  |
| Bryce     | Rebecca     | Yard Supervisor          | RO    |   | X |  |                  |

e. Donations

Greer

- Sonja Shands donated \$943.44 through the PG&E YourCause program towards Sly Park Science Camp

Lake Canyon

- Epson American, Inc. donated two Powerlite Projectors valued at \$1,198.00 and two Universal Ceiling Mount Kits valued at \$259.98

River Oaks

- River Oaks PTA donated \$100.00 towards office supplies

Valley Oaks

- Costco Department 172 donated 420 backpacks valued at \$6,300.00

- Robert Olivas donated sheet music valued at \$2,800.00

McCaffrey

- Raley's donated \$179.77 towards site use

GALEP

- Volunteer Tack donations resulted in \$58.00 through Twin Cities Tack & Consignment towards the Galt Horse Assisted Learning Program (GALEP)
- Wells Fargo Community Support Campaign and Educational Matching Gifts Program made a monetary donation

Other

College Presidents Galt Summit

- Save Mart donated bottled water valued at \$25.95 and prepared refreshments
- SMUD \$1000 Sponsorship for refreshments
- Spaans donated cookies valued at \$21.00

|         |  |  |
|---------|--|--|
| 131.783 | Consent Calendar (Continued) – Items Removed for Later Consideration<br>There were no items removed.   | CC<br>Items Removed  |
| 131.784 | A motion was made by Grace Malson to approve the recommendation regarding Student Matter, Expulsion Readmission #15/16-03, seconded by John Gordon and unanimously carried.  | Student Matter   |
| 131.785 | A 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 was held. There was no public comment. | Public Hearing<br>Instructional<br>Material<br>Sufficiency |
| 131.786 | A motion was made by John Gordon to approve Resolution #1; GJUESD Resolution to Approve Sufficiency of Instructional Materials, seconded by Grace Malson and unanimously carried.  | Res 1<br>Instructional<br>Material<br>Sufficiency          |
| 131.787 | A motion was made by John Gordon to approve Declaration of Need For Fully Qualified Educators for 2016/17, seconded by Grace Malson and unanimously carried.   | Declaration of<br>Need                                     |
| 131.788 | A motion was made by Grace Malson to approve 2015-16 Unaudited Actuals and 2016-17 Budget Revisions, seconded by Matthew Felix and unanimously carried.  | Unaudited<br>Actuals                                       |
| 131.789 | A motion was made by Kevin Papineau to approve Resolution #2: 2015-16 GANN Limit, seconded by John Gordon and unanimously carried.   | Res 2<br>GANN Limit  |

131.790 A motion was made by Grace Malson to approve Out of State Convening Attendance by Karen Schauer for the Convening of Superintendents in Personalized Learning at the White House, Washington D.C., November 15, 2016, seconded by Matthew Felix and unanimously carried. Out of State Conference  
K Schauer

131.791 Karen Schauer shared Galt Joint Union Elementary School District Sunshine Proposal for Fiscal Year 2015-16 with California School Employees Association: GJUESD  
Sunshine to  
CSEA  
1. Article XV – Transportation  
2. Article XVII – Professional Growth  
No action was taken.

John Gordon requested to add data analysis and changes in the State accountability system to pending agenda items.

**E. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs
2. Governance Team Continuous Improvement
3. Board Policy regarding Deferred Maintenance
4. Fairsite School Readiness Center

**F. Adjournment**

The meeting adjourned at 8:53 p.m.

\_\_\_\_\_  
Grace Malson, Clerk

\_\_\_\_\_  
Date



## CONSENT CALENDAR Personnel

| Last Name   | First Name | Assignment            | Location | New Hire | Transfer | Resignation | Retirement | Reclassification | Leave of Absence     |
|-------------|------------|-----------------------|----------|----------|----------|-------------|------------|------------------|----------------------|
| Garcia      | Ashdon     | IA ASES               | VO       | X        |          |             |            |                  |                      |
| Plascencia  | Juan       | Custodian             | RO       |          |          | 9/23/16     |            |                  |                      |
| Paredes     | Yvette     | Psychologist          | MMS      |          |          |             |            |                  | 3/20/17-<br>6/14/17  |
| MacLennan   | Noelle     | Substitute Teacher    | NA       |          |          | 9/26/16     |            |                  |                      |
| Morales     | Jazzmin    | IA ASES               | VO       |          |          | 9/27/16     |            |                  |                      |
| Luke        | Raejohne   | IA                    | VO       |          |          | 10/14/16    |            |                  |                      |
| Garcia      | Alondra    | IA                    | VO       | X        |          |             |            |                  |                      |
| Navarro     | Joecelyne  | Classified Substitute | NA       | X        |          |             |            |                  |                      |
| Loesch      | Ryan       | Classified Substitute | NA       | X        |          |             |            |                  |                      |
| Ramberg     | Helen      | Classified Substitute | NA       | X        |          |             |            |                  |                      |
| Peters      | Sheena     | Psychologist          | DO       |          |          |             |            |                  | 11/28/16-<br>2/20/17 |
| Quitter     | Dana       | IA Sp Ed              | RO       |          | X        |             |            |                  |                      |
| Reuthinger  | Heidi      | IA                    | LC       | X        |          |             |            |                  |                      |
| Firestone   | Mara       | BFLC Tech             | RO       | X        |          |             |            |                  |                      |
| Martinez    | Diana      | BIA                   | VO       | X        |          |             |            |                  |                      |
| Robles      | Santos     | Yard Supervisor       | RO       | X        |          |             |            |                  |                      |
| Von Conett  | Brianna    | Yard Supervisor       | VO       | X        |          |             |            |                  |                      |
| Jimenez     | Elpidia    | Custodian (Part Time) | RO       | X        |          |             |            |                  |                      |
| Palomino    | Thomas     | IA Preschool          | FS       | X        |          |             |            |                  |                      |
| Contreras   | Rita       | Yard Supervisor       | RO       | X        |          |             |            |                  |                      |
| Perez       | Jose       | Custodian             | RO       |          |          | 10/31/16    |            |                  |                      |
| Villalpando | Victoria   | IA Sp Ed              | RO       |          |          | 10/28/16    |            |                  |                      |
| Little      | Joshua     | Mechanic              | BG       |          |          |             |            |                  | 12/6/16-<br>4/6/17   |
| Rodriguez   | Oscar      | Yard Supervisor       | MRE      |          |          | 10/20/16    |            |                  |                      |





## CONSENT CALENDAR

### Donations

---

#### Greer

- California Community Forests Foundation donated \$500.00 towards garden beds

#### Lake Canyon

- Kelton Crawford donated \$900.00 through the PG&E YourCause program towards site use
- Jon Adams made a monetary donation through the PG&E YourCause program towards site use

#### River Oaks

- Margo Aguirre \$504.00 through the PG&E YourCause program towards Mr. Gil's and Ms. Peterson's classes



## CONSENT CALENDAR

### Non Public Schools/Agencies Contracts

---

The following Nonpublic, Nonsectarian School/Agency Master Contracts are for services to students whose needs cannot be met in district's programs.

1. Children's Choice for Hearing & Talking (CCHAT) – Nonpublic *Agency* Contract for services provided to GJUESD students on an as needed basis at a GJUESD school site. A Nonpublic *School* Contract for services provided to students at CCHAT school site was approved at the July 27, 2016 Board meeting
2. Learning Solutions Kids, Inc. – Nonpublic Agency Contract (Continuing contract)



## Galt Joint Union Elementary School District

---

1018 C Street, Suite 210, Galt, CA 95632

209-744 4545 / 209-744-4553 fax / [www.galt.k12.ca.us](http://www.galt.k12.ca.us)

# Nonpublic, Non-Sectarian School/Agency Services

## MASTER CONTRACT

#6

## CCHAT CENTER – SACRAMENTO

## NON-PUBLIC AGENCY

---

Karen Schauer Ed.D., District Superintendent ~ Thomas Barentson, Business Director  
Claudia Del Toro-Anguiano, Curriculum Director ~ Donna Mayo-Whitlock, Educational Services Director

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

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016–2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District GALT JOINT UNION ELEMENTARY

Contract Year 2016-2017

         Nonpublic School  
  x   Nonpublic Agency

**Type of Contract:**

  X   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  
2016-2017**

**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

|   |   |
|---|---|
| 1. MASTER CONTRACT  | 1 |
| 2. CERTIFICATION AND LICENSES   | 1 |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS                                | 2 |
| 4. TERM OF MASTER CONTRACT  | 2 |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT<br>FOLLOWING EXPIRATION OR TERMINATION | 3 |
| 6. INDIVIDUAL SERVICES AGREEMENT  | 3 |
| 7. DEFINITIONS  | 4 |

**II. ADMINISTRATION OF CONTRACT**

|  |    |
|--|----|
| 8. NOTICES   | 5  |
| 9. MAINTENANCE OF RECORDS  | 5  |
| 10. SEVERABILITY CLAUSE  | 6  |
| 11. SUCCESSORS IN INTEREST   | 6  |
| 12. VENUE AND GOVERNING LAW  | 6  |
| 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO<br>CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES | 6  |
| 14. TERMINATION  | 6  |
| 15. INSURANCE  | 6  |
| 16. INDEMNIFICATION AND HOLD HARMLESS  | 9  |
| 17. INDEPENDENT CONTRACTOR   | 9  |
| 18. SUBCONTRACTING   | 9  |
| 19. CONFLICTS OF INTEREST  | 10 |
| 20. NON-DISCRIMINATION   | 10 |

**III. EDUCATIONAL PROGRAM**

|   |    |
|---|----|
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION         | 10 |
| 22. GENERAL PROGRAM OF INSTRUCTION                | 11 |
| 23. INSTRUCTIONAL MINUTES                         | 12 |
| 24. CLASS SIZE                                    | 12 |
| 25. CALENDARS                                     | 13 |
| 26. DATA REPORTING                                | 14 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT | 14 |
| 28. STATEWIDE ACHIEVEMENT TESTING                 | 14 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS           | 14 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS               | 15 |
| 31. STUDENT DISCIPLINE                            | 16 |
| 32. IEP TEAM MEETINGS                             | 16 |

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2016-2017**

|   |    |
|---|----|
| 33. SURROGATE PARENTS AND FOSTER YOUTH  | 17 |
| 34. DUE PROCESS PROCEEDINGS   | 17 |
| 35. COMPLAINT PROCEDURES  | 17 |
| 36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS<br>AND ASSESSMENTS  | 17 |
| 37. TRANSCRIPTS   | 18 |
| 38. LEA STUDENT CHANGE OF RESIDENCE   | 18 |
| 39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM  | 19 |
| 40. PARENT ACCESS   | 19 |
| 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT   | 19 |
| 42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND<br>RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS                           | 20 |
| 43. STATE MEAL MANDATE  | 20 |
| 44. MONITORING  | 20 |
| <br>  |    |
| <b><u>IV. PERSONNEL</u></b>   |    |
| 45. CLEARANCE REQUIREMENTS  | 21 |
| 46. STAFF QUALIFICATIONS  | 22 |
| 47. VERIFICATION OF LICENSES, CREDENTIALS AND<br>OTHER DOCUMENTS  | 23 |
| 48. STAFF ABSENCE   | 23 |
| 49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL<br>OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE<br>HOME | 23 |
| <br>  |    |
| <b><u>V. HEALTH AND SAFETY MANDATES</u></b>   |    |
| 50. HEALTH AND SAFETY   | 24 |
| 51. FACILITIES AND FACILITIES MODIFICATIONS   | 24 |
| 52. ADMINISTRATION OF MEDICATION  | 25 |
| 53. INCIDENT/ACCIDENT REPORTING   | 25 |
| 54. CHILD ABUSE REPORTING   | 25 |
| 55. SEXUAL HARASSMENT/DISCRIMINATION  | 25 |
| 56. REPORTING OF MISSING CHILDREN   | 26 |
| <br>  |    |
| <b><u>VI. FINANCIAL</u></b>   |    |
| 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING,<br>ATTENDANCE REPORTING AND BILLING PROCEDURES   | 26 |
| 58. RIGHT TO WITHHOLD PAYMENT   | 27 |
| 59. PAYMENT FROM OUTSIDE AGENCIES   | 28 |
| 60. PAYMENT FOR ABSENCES  | 28 |
| 61. INSPECTION AND AUDIT  | 29 |
| 62. RATE SCHEDULE   | 30 |
| 63. DEBARMENT CERTIFICATION   | 30 |
| <br>  |    |
| EXHIBIT A: RATES (NPS ONLY)   | 32 |
| EXHIBIT B: RATES (NPA ONLY)   | 35 |

2016-2017

CONTRACT NUMBER: -6-

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
CCHAT CENTER – SACRAMENTO

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, 2016, between the **Galt Joint Union Elementary School District** (hereinafter referred to as the local educational agency “LEA” or “District”) and **CCHAT Center - Sacramento**. (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 16 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, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 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. (Ed. Code § 56028.)

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which 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, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); 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 quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. INSURANCE**

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 and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I**

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

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

**16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

**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 15 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 upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide 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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a 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.

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

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade 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 ensure 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 ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 its 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**

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. 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. 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.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

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.

### **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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. 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. Additional time may be granted as needed by LEA.

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 (9) through twelve (12) 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 without prior notice 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 (3) times per year.

**40. PARENT ACCESS**

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

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 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) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving 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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. 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 and 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 within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

## **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.* and Education Code section 44691. 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**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. 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 failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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 a 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per 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 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR  
CCHAT Center - Sacramento.

Nonpublic School/Agency

By: *Laura Covello* 9/14/16  
Signature Date

Laura Covello  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:  
**Laura Covello, Principal**

Name and Title  
**CCHAT Center – Sacramento**  
Nonpublic School/Agency/Related Service Provider  
**11100 Coloma Road**

Address  
**Rancho Cordova, CA 95670**

City State Zip  
**916-361-7290 X 3 916-361-8613**

Phone Fax

Email\*  
(\*Required)

LEA  
**Galt Joint Union Elementary School District**

By: *Tom Barentson*  
Signature Date

By: **Tom Barentson**  
**Director of Business Services**  
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:  
**Jamie Hughes, Program Coordinator**

Name and Title  
**Galt Joint Union Elementary School District**  
LEA  
**1018 C Street, Suite 210**

Address  
**Galt CA 95632**

City State Zip  
**(209) 744-4545 ext 327 (209) 744-4553**

Phone Fax

**[jhughes@galt.k12.ca.us](mailto:jhughes@galt.k12.ca.us)**

Email

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

**Amanda Johnson, Program Specialist**

Name and Title  
**Galt Joint Union Elementary School District**

LEA  
**1018 C Street, Suite 210**

Address  
**Galt CA 95632**

City State Zip  
**(209) 744-4545 ext 339 (209) 744-4553**

Phone Fax

**[ajohnson@galt.k12.ca.us](mailto:ajohnson@galt.k12.ca.us)**

Email

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2016-2017 CONTRACT YEAR**

**CONTRACTOR** \_\_\_\_\_ **CONTRACTOR NUMBER** \_\_\_\_\_  
**(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 |
|--------|--------|
| 120.00 | 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                                    | _____ | _____ |
|      | b. Language and Speech Therapy – Group of 2                                    | _____ | _____ |
|      | 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   | _____ | _____ |
|      | 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

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

This agreement is effective on July 1, 2016, or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

|                                    |  |                                    |  |   |                                |
|------------------------------------|--|------------------------------------|--|---|--------------------------------|
| <b>Local Education Agency(LEA)</b> | <b>Galt Joint Union Elementary School District</b> |                                    |  | <b>Nonpublic School</b>                                   |                                |
| <b>Address</b>                     | <b>1018 C Street, Suite 210</b>                    |                                    |  | <b>Address</b>  |                                |
| <b>City, State Zip</b>             | <b>Galt, CA 95632</b>                              |                                    |  | <b>City, State, Zip</b>                                   |                                |
| <b>LEA Case Manager</b>            | <b>Amanda Johnson, Program Specialist</b>          |                                    |  | <b>Phone</b>  | <b>209-744-4545 x 339</b>      |
|                                    |  |                                    |  | <b>Fax</b>  | <b>209-744-4553</b>            |
|                                    |  |                                    |  | <b>e-Mail</b>   | <b>ajohnson@galt.k12.ca.us</b> |
| <b>Student Last Name</b>           |  | <b>Student First Name</b>          |  | <b>Program Contact Name</b>                               |                                |
|                                    |  |                                    |  | <b>Phone</b>  | <b>Fax</b>                     |
| <b>D.O.B.</b>                      |  | <b>I.D. #</b>                      |  | <b>e-Mail</b>   |                                |
| <b>Grade</b>                       |  | <b>Level</b>                       |  | <b>Sex ( ) M ( ) F</b>                                    |                                |
| <b>Parent/ Guardian Last Name</b>  |  | <b>Parent/ Guardian First Name</b> |  | <b>Education Schedule – Regular School Year</b>           |                                |
|                                    |  |                                    |  | <b>Number of Days</b>                                     | <b>180</b>                     |
|                                    |  |                                    |  | <b>Number of Weeks</b>                                    |                                |
|                                    |  |                                    |  | <b>Education Schedule – Extended School Year</b>          |                                |
|                                    |  |                                    |  | <b>Number of Days</b>                                     | <b>15</b>                      |
|                                    |  |                                    |  | <b>Number of Weeks</b>                                    |                                |
| <b>Address</b>                     |  |                                    |  | <b>Contract Begins</b>                                    | <b>Ends</b>                    |
| <b>City, State, Zip</b>            |  |                                    |  | <b>Master Contract Approved by the Governing Board on</b> |                                |
| <b>Home Phone</b>                  |  | <b>Business</b>                    |  |   |                                |

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

| <b>SERVICES</b>  | <b>PROVIDER</b> |            |            |                      | <b>Cost and Duration of Session</b> | <b>Number of Sessions per wk/mo/yr</b> | <b>Maximum Number of Sessions</b> |            | <b>Estimated Maximum Total Cost for Contracted Period</b> |
|--|-----------------|------------|------------|----------------------|-------------------------------------|--|-----------------------------------|------------|---|
|  | <b>LEA</b>      | <b>NPS</b> | <b>NPA</b> | <b>OTHER Specify</b> |                                     |  | <b>Reg School Year</b>            | <b>ESY</b> |   |
|  |                 |            |            |                      |                                     |  |                                   |            |   |
| <b>A. BASIC EDUCATION</b>                                    |                 |            |            |                      |                                     |  |                                   |            |   |
| <b>B. RELATED SERVICES</b>                                   |                 |            |            |                      |                                     |  |                                   |            |   |
| 1. Transportation<br>a. Paid to NPS/A<br>b. Reimburse parent |                 |            |            |                      |                                     |  |                                   |            |   |
| 2. Counseling<br>a. Group<br>b. Individual<br>c. Family      |                 |            |            |                      |                                     |  |                                   |            |   |
| 3. Adapted P.E.  |                 |            |            |                      |                                     |  |                                   |            |   |
| 4. Speech/Language<br>a. Group<br>b. Individual              |                 |            |            |                      |                                     |  |                                   |            |   |
| 5. Occupational Therapy<br>a. Therapy<br>b. Consultation     |                 |            |            |                      |                                     |  |                                   |            |   |



| B. RELATED SERVICES<br>(cont'd)                                      | Provider |     |     |                  | Cost and<br>Duration<br>of Session | Number of<br>Sessions<br>per<br>wk/mo/yr | Maximum<br>Number of<br>Sessions |     | Estimated<br>Maximum<br>Total Cost<br>for<br>Contracted<br>Period |
|--|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|---|
|  | LEA      | NPS | NPA | OTHER<br>Specify |                                    |  | Reg<br>School<br>Year            | ESY |   |
|  |          |     |     |                  |                                    |  |                                  |     |   |
| 6. Physical Therapy<br>a. Therapy<br>b. Consultation                 |          |     |     |                  |                                    |  |                                  |     |   |
| 7. ABA<br>a. Consult<br>b. Direct<br>c. Supervision<br>d. Assessment |          |     |     |                  |                                    |  |                                  |     |   |
| 8. One-to-One Aide   |          |     |     |                  |                                    |  |                                  |     |   |
| 9. Other   |          |     |     |                  |                                    |  |                                  |     |   |
|  |          |     |     |                  |                                    | <b>TOTAL COST</b>                        |                                  |     |   |

**ESTIMATED MAXIMUM RELATED SERVICES COST \$** \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES**

4. Other Provisions/Attachments: \_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

-CONTRACTOR-  
CCHAT CENTER – SACRAMENTO

-LEA-  
Galt Joint Union Elementary School District

\_\_\_\_\_  
(Name of Nonpublic School)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2016-2017 CONTRACT YEAR**

CONTRACTOR CCHAT Center - Sacramento CONTRACTOR NUMBER \_\_\_6-\_\_\_ CDE TOTAL ENROLLMENT ALLOWED \_\_\_\_\_

**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)

| SERVICE   | DESCRIPTION  | RATE                         |
|---|--|------------------------------|
| <b>Language and Speech Therapy</b>  | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ _____<br>Per Diem         |
|   | <b>DIRECT THERAPY</b> 1:1 or small group   | \$ _____                     |
|   | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ <u>120.00</u><br>Per Hour |
|   | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings  | \$ _____                     |
| <b>Occupational Therapy</b>   | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ _____<br>Per Diem         |
|   | <b>DIRECT THERAPY</b> 1:1 or small group   | \$ _____                     |
|   | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ _____<br>Per Hour         |
|   | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings  | \$ _____                     |
| <b>Physical Therapy</b>   | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ _____<br>Per Diem         |
|   | <b>DIRECT THERAPY</b> 1:1 or small group   | \$ _____                     |
|   | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ _____<br>Per Hour         |
|   | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings  | \$ _____                     |
| <b>Behavior Intervention Services</b>   | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day | \$ _____<br>Per Diem         |
|   | <b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.  | \$ _____<br>Per Hour         |
|   | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).   | \$ _____<br>Per Hour         |
|   | <b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).   | \$ _____<br>Per Hour         |
|   | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.   | \$ _____<br>Per Hour         |
| <b>Other:</b><br><br>Audiology: Audiology Consultation/Evaluation<br><br>DHOH | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ <u>150.00</u><br>Per Diem |
|   | Deaf & Hard of Hearing Services  | \$ _____                     |
|   | Low Incidence direct service and/or consultation   | \$ <u>120.00</u><br>Per Hour |
|   | Mileage 0.54 per mile  | \$ _____                     |

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

| SELPA INFORMATION |                                       |
|-------------------|---------------------------------------|
| Student Services  | Program Contact:                      |
|                   | Program Contact Phone: (916)-686-7780 |
|                   | Program Contact Fax: (916)-686-7749   |
|                   | Program Contact E-mail: @egusd.net    |

| NPA INFORMATION   |                         |
|-------------------|-------------------------|
| Nonpublic Agency: | Program Contact:        |
| Address:          | Program Contact Phone:  |
| City/State/Zip    | Program Contact Fax:    |
|                   | Program Contact E-mail: |

| STUDENT INFORMATION            |                          |  |              |
|--------------------------------|--------------------------|--|--------------|
| Student Last:                  |                          | Student First:   |              |
| DOB:                           | Grade:                   | Sex: ( ) F ( ) M   | Student ID#: |
| Student Track:                 |                          | Progress Reporting Requirements: (At least 4 per Section 36) |              |
| # of Days Reg School Yr:       | # of Days Ext School Yr: | ( ) IEP Benchmark Dates ( ) Other: _____                     |              |
| Parent/Guardian Last:          |                          | Parent/Guardian First:                                       |              |
| Parent/Guardian Phone #1: ( )- |                          | Parent/Guardian Phone #2: ( )-                               |              |
| School Site:                   |                          | SpEd Case Manager:   |              |
| Address:                       |                          | SpEd Case Manager Phone: (916)-                              |              |
| City/Zip:                      |                          | SpEd Case Manager Fax: (916)-                                |              |
| School Site Phone: (916)-      |                          | SpEd Case Manager E-mail: @egusd.net                         |              |

| CONTRACT INFORMATION |           |   |
|----------------------|-----------|---|
| ISA Begins:          | ISA Ends: | Master Contract Approved by Governing Board on: |

|                                | SERVICE INFORMATION                           |                     |   |                     |                             |     | TOTAL Duration | COST Per Hour | Estimated Max Total for ISA Period |
|--------------------------------|---|---------------------|---|---------------------|-----------------------------|-----|----------------|---------------|------------------------------------|
|                                | Direct Therapy Sessions/Duration per IEP Year |                     | Consultation Sessions/Duration per IEP Year |                     | Other Services per IEP Year |     |                |               |                                    |
|                                | Reg School YR                                 | ESY                 | Reg School YR                               | ESY                 | Reg School YR               | ESY |                |               |                                    |
| Language and Speech Therapy    | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |
| Occupational Therapy           | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |
| Physical Therapy               | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |
| Behavior Intervention Services | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |

|        |          |          |          |          |  |  |       |  |  |
|--------|----------|----------|----------|----------|--|--|-------|--|--|
| Other: | sessions | sessions | sessions | sessions |  |  | hours |  |  |
|        | minutes  | minutes  | minutes  | minutes  |  |  |       |  |  |

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

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic Agency)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



## Galt Joint Union Elementary School District

---

1018 C Street, Suite 210, Galt, CA 95632

209-744 4545 / 209-744-4553 fax / [www.galt.k12.ca.us](http://www.galt.k12.ca.us)

---

# Nonpublic, Non-Sectarian School/Agency Services

## MASTER CONTRACT

#7

## LEARNING SOLUTIONS KIDS, INC.

---

Karen Schauer Ed.D., District Superintendent ~ Thomas Barentson, Business Director  
Claudia Del Toro-Anguiano, Curriculum Director ~ Donna Mayo-Whitlock, Educational Services Director

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

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016–2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District GALT JOINT UNION ELEMENTARY

Contract Year 2016-2017

       Nonpublic School

  x   Nonpublic Agency

## Type of Contract:

  X   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  
2016-2017**

**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

|   |   |
|---|---|
| 1. MASTER CONTRACT  | 1 |
| 2. CERTIFICATION AND LICENSES   | 1 |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS                                | 2 |
| 4. TERM OF MASTER CONTRACT  | 2 |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT<br>FOLLOWING EXPIRATION OR TERMINATION | 3 |
| 6. INDIVIDUAL SERVICES AGREEMENT  | 3 |
| 7. DEFINITIONS  | 4 |

**II. ADMINISTRATION OF CONTRACT**

|  |    |
|--|----|
| 8. NOTICES   | 5  |
| 9. MAINTENANCE OF RECORDS  | 5  |
| 10. SEVERABILITY CLAUSE  | 6  |
| 11. SUCCESSORS IN INTEREST   | 6  |
| 12. VENUE AND GOVERNING LAW  | 6  |
| 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO<br>CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES | 6  |
| 14. TERMINATION  | 6  |
| 15. INSURANCE  | 6  |
| 16. INDEMNIFICATION AND HOLD HARMLESS  | 9  |
| 17. INDEPENDENT CONTRACTOR   | 9  |
| 18. SUBCONTRACTING   | 9  |
| 19. CONFLICTS OF INTEREST  | 10 |
| 20. NON-DISCRIMINATION   | 10 |

**III. EDUCATIONAL PROGRAM**

|   |    |
|---|----|
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION         | 10 |
| 22. GENERAL PROGRAM OF INSTRUCTION                | 11 |
| 23. INSTRUCTIONAL MINUTES                         | 12 |
| 24. CLASS SIZE                                    | 12 |
| 25. CALENDARS                                     | 13 |
| 26. DATA REPORTING                                | 14 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT | 14 |
| 28. STATEWIDE ACHIEVEMENT TESTING                 | 14 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS           | 14 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS               | 15 |
| 31. STUDENT DISCIPLINE                            | 16 |
| 32. IEP TEAM MEETINGS                             | 16 |



**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2016-2017**

|   |    |
|---|----|
| 33. SURROGATE PARENTS AND FOSTER YOUTH  | 17 |
| 34. DUE PROCESS PROCEEDINGS   | 17 |
| 35. COMPLAINT PROCEDURES  | 17 |
| 36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS<br>AND ASSESSMENTS  | 17 |
| 37. TRANSCRIPTS   | 18 |
| 38. LEA STUDENT CHANGE OF RESIDENCE   | 18 |
| 39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM  | 19 |
| 40. PARENT ACCESS   | 19 |
| 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT   | 19 |
| 42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND<br>RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS                           | 20 |
| 43. STATE MEAL MANDATE  | 20 |
| 44. MONITORING  | 20 |
| <br>  |    |
| <b>IV. <u>PERSONNEL</u></b>   |    |
| 45. CLEARANCE REQUIREMENTS  | 21 |
| 46. STAFF QUALIFICATIONS  | 22 |
| 47. VERIFICATION OF LICENSES, CREDENTIALS AND<br>OTHER DOCUMENTS  | 23 |
| 48. STAFF ABSENCE   | 23 |
| 49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL<br>OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE<br>HOME | 23 |
| <br>  |    |
| <b>V. <u>HEALTH AND SAFETY MANDATES</u></b>   |    |
| 50. HEALTH AND SAFETY   | 24 |
| 51. FACILITIES AND FACILITIES MODIFICATIONS   | 24 |
| 52. ADMINISTRATION OF MEDICATION  | 25 |
| 53. INCIDENT/ACCIDENT REPORTING   | 25 |
| 54. CHILD ABUSE REPORTING   | 25 |
| 55. SEXUAL HARASSMENT/DISCRIMINATION  | 25 |
| 56. REPORTING OF MISSING CHILDREN   | 26 |
| <br>  |    |
| <b>VI. <u>FINANCIAL</u></b>   |    |
| 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING,<br>ATTENDANCE REPORTING AND BILLING PROCEDURES   | 26 |
| 58. RIGHT TO WITHHOLD PAYMENT   | 27 |
| 59. PAYMENT FROM OUTSIDE AGENCIES   | 28 |
| 60. PAYMENT FOR ABSENCES  | 28 |
| 61. INSPECTION AND AUDIT  | 29 |
| 62. RATE SCHEDULE   | 30 |
| 63. DEBARMENT CERTIFICATION   | 30 |
| <br>  |    |
| EXHIBIT A: RATES (NPS ONLY)   | 32 |
| EXHIBIT B: RATES (NPA ONLY)   | 35 |

2016-2017

CONTRACT NUMBER: -7-

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

---

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
LEARNING SOLUTIONS KIDS, 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, 2016, between the **Galt Joint Union Elementary School District** (hereinafter referred to as the local educational agency "LEA" or "District") and **LEARNING SOLUTIONS KIDS, 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 16 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, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 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. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which 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, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); 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 quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. INSURANCE**

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 and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.



- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

**16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

**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 15 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 upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide 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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

**23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a 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.

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

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade 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 ensure 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 ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 its 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**

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test (“CELDT”) 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”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. 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. 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.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

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.

**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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. 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. Additional time may be granted as needed by LEA.

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 (9) through twelve (12) 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 without prior notice 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 (3) times per year.

**40. PARENT ACCESS**

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

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice (“CDOJ”) and the Federal Bureau of Investigation (“FBI”). 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 notification 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 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) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

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

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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate’s (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving 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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. 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 and 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 within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

**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.* and Education Code section 44691. 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**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. 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 failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student’s attendance does not qualify for 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 a 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per 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 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR  
**Learning Solutions Kids, Inc.**

Nonpublic School/Agency

By: Erin Chargin 9/23/10  
Signature Date

Erin Chargin, President  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title  
**Learning Solutions Kids, Inc.**  
Nonpublic School/Agency/Related Service Provider  
**3031 C Street**

Address  
**Sacramento, CA 95816**  
City State Zip  
**916-442-2396 916-442-2525**  
Phone Fax

Email\*  
(\*Required)

LEA  
**Galt Joint Union Elementary School District**

By: Tom Barentson  
Signature Date

By: **Tom Barentson**  
**Director of Business Services**  
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:  
**Jamie Hughes, Program Coordinator**

Name and Title  
**Galt Joint Union Elementary School District**  
LEA  
**1018 C Street, Suite 210**

Address  
**Galt CA 95632**  
City State Zip  
**(209) 744-4545 ext 327 (209) 744-4554**  
Phone Fax  
jhughes@galt.k12.ca.us

Email

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

**Amanda Johnson, Program Specialist**  
Name and Title  
**Galt Joint Union Elementary School District**

LEA  
**1018 C Street, Suite 210**  
Address  
**Galt CA 95632**  
City State Zip  
**(209) 744-4545 ext 339 (209) 744-4554**  
Phone Fax  
**ajohnson@galt.k12.ca.us**  
Email



**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2016-2017 CONTRACT YEAR**

**CONTRACTOR** \_\_\_\_\_ **CONTRACTOR NUMBER** \_\_\_\_\_  
**(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 |
|-------|--------|
| _____ | _____  |
| _____ | 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                                    | _____ | _____ |
| b. Language and Speech Therapy – Group of 2  | _____ | _____ |
| 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   | _____ | _____ |
| 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

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2016-2017 CONTRACT YEAR**

CONTRACTOR Learning Solutions Kids, Inc. CONTRACTOR NUMBER 7 CDE TOTAL ENROLLMENT ALLOWED \_\_\_\_\_

**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)

| SERVICE                               | DESCRIPTION  | RATE                                |
|---------------------------------------|--|-------------------------------------|
| <b>Language and Speech Therapy</b>    | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ _____<br><b>Per Diem</b>         |
|                                       | <b>DIRECT THERAPY</b> 1:1 or small group   |                                     |
|                                       | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ _____<br><b>Per Hour</b>         |
|                                       | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings  |                                     |
| <b>Occupational Therapy</b>           | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ _____<br><b>Per Diem</b>         |
|                                       | <b>DIRECT THERAPY</b> 1:1 or small group   |                                     |
|                                       | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ _____<br><b>Per Hour</b>         |
|                                       | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings  |                                     |
| <b>Physical Therapy</b>               | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ _____<br><b>Per Diem</b>         |
|                                       | <b>DIRECT THERAPY</b> 1:1 or small group   |                                     |
|                                       | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ _____<br><b>Per Hour</b>         |
|                                       | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings  |                                     |
| <b>Behavior Intervention Services</b> | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day | \$ _____<br><b>Per Diem</b>         |
|                                       | <b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection   | \$ <u>32.00</u><br><b>Per Hour</b>  |
|                                       | <b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ <u>95.00</u><br><b>Per Hour</b>  |
|                                       | <b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)  | \$ <u>105.00</u><br><b>Per Hour</b> |
|                                       | <b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.   | \$ _____<br><b>Per Hour</b>         |
|                                       | <b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.  | \$ _____<br><b>Per Diem</b>         |

|               |  |                              |
|---------------|--|------------------------------|
| <b>Other:</b> |  | <u>\$</u><br><b>Per Hour</b> |
|---------------|--|------------------------------|

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

| SELPA INFORMATION |                                       |
|-------------------|---------------------------------------|
| Student Services  | Program Contact:                      |
|                   | Program Contact Phone: (916)-686-7780 |
|                   | Program Contact Fax: (916)-686-7749   |
|                   | Program Contact E-mail: @egusd.net    |

| NPA INFORMATION   |                         |
|-------------------|-------------------------|
| Nonpublic Agency: | Program Contact:        |
| Address:          | Program Contact Phone:  |
| City/State/Zip    | Program Contact Fax:    |
|                   | Program Contact E-mail: |

| STUDENT INFORMATION            |                          |  |              |
|--------------------------------|--------------------------|--|--------------|
| Student Last:                  |                          | Student First:   |              |
| DOB:                           | Grade:                   | Sex: ( ) F ( ) M   | Student ID#: |
| Student Track:                 |                          | Progress Reporting Requirements: (At least 4 per Section 36) |              |
| # of Days Reg School Yr:       | # of Days Ext School Yr: | ( ) IEP Benchmark Dates ( ) Other: _____                     |              |
| Parent/Guardian Last:          |                          | Parent/Guardian First:                                       |              |
| Parent/Guardian Phone #1: ( )- |                          | Parent/Guardian Phone #2: ( )-                               |              |
| School Site:                   |                          | SpEd Case Manager:   |              |
| Address:                       |                          | SpEd Case Manager Phone: (916)-                              |              |
| City/Zip:                      |                          | SpEd Case Manager Fax: (916)-                                |              |
| School Site Phone: (916)-      |                          | SpEd Case Manager E-mail: @egusd.net                         |              |

| CONTRACT INFORMATION |           |   |
|----------------------|-----------|---|
| ISA Begins:          | ISA Ends: | Master Contract Approved by Governing Board on: |

| SERVICE INFORMATION            |   |                     |   |                     |                             |     |                |               |                                    |
|--------------------------------|---|---------------------|---|---------------------|-----------------------------|-----|----------------|---------------|------------------------------------|
|                                | Direct Therapy Sessions/Duration per IEP Year |                     | Consultation Sessions/Duration per IEP Year |                     | Other Services per IEP Year |     | TOTAL Duration | COST Per Hour | Estimated Max Total for ISA Period |
|                                | Reg School YR                                 | ESY                 | Reg School YR                               | ESY                 | Reg School YR               | ESY |                |               |                                    |
| Language and Speech Therapy    | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |
| Occupational Therapy           | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |
| Physical Therapy               | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |
| Behavior Intervention Services | sessions<br>minutes                           | sessions<br>minutes | sessions<br>minutes                         | sessions<br>minutes |                             |     | hours          |               |                                    |
|                                |   |                     |   |                     |                             |     |                |               |                                    |

|        |          |          |          |          |  |  |       |  |  |
|--------|----------|----------|----------|----------|--|--|-------|--|--|
| Other: | sessions | sessions | sessions | sessions |  |  | hours |  |  |
|        | minutes  | minutes  | minutes  | minutes  |  |  |       |  |  |

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

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic Agency)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



## 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> 10/26/16   | <b>Agenda Item:</b> 131.793<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.



## 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> 10/26/16   | <b>Agenda Item: 131.794</b><br>Public Hearing to Consider Resolution #3 Concerning the Approval of the District's School Facility Needs Analysis and Adoption of Alternative Level 2 School Facility Fees on Residential Development Pursuant to Government Code Section 65995.5 and Education Code Section 17620 |
| <b>Presenter:</b> Tom Barentson   | <b>Action Item:</b><br><b>Information Item:</b><br><b>Public Hearing:</b> XX  |
| <p>Pursuant to Government Code § 65995.5, the District may levy an alternative fee ("Level 2 fee) to the District's Level 1 fee if certain requirements are met. The School Facility Needs Analysis ("Needs Analysis"), prepared by SCI Consulting Group, is required annually to establish the need for and level of the Level 2 Fee. The District has been made eligible for new construction funding under the School Facility Program and satisfies the 2 of the 4 statutory requirements necessary to levy Level 2. Furthermore, the Needs Analysis has determined that District is justified in imposing a district-wide Level 2 fee at the K-8 rate of \$2.75 per square foot for new residential development. There is no increase to the rate as the rate of \$2.75 per residential square foot is the same as last year.</p> <p>In order to adopt the School Facility Needs Analysis and impose the Level 2 fees justified in the Needs Analysis, the District must conduct a public hearing and adopt Resolution 3 adopting the Needs Analysis and the Level 2 fee. The Level 2 fee takes effect immediately upon adoption and is effective for a period of one year.</p> <p>Level 3 fees come into potential consideration when State Facilities Funding becomes unavailable from the State Allocation Board. Proposition 51 is on the ballot in November and addresses the statewide school facilities need. If Proposition 51 passes then school districts may qualify for matching funds for school construction. If Proposition 51 fails, then there is the possibility of Level 3 fees being approved by the state and subsequently could come before the School Board for approval.</p> <p><b>Attachments:</b> Resolution 3<br/>         School Facility Needs Analysis</p> |   |

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

### **Resolution No. 3**

Resolution of the Board of Trustees  
Approving the Galt Joint Elementary School District's  
School Facilities Needs Analysis, Adopting Residential School Facilities Fees in  
Compliance with Government Code Sections 65995.5 and 65995.6,  
and Making Related Findings and Determinations

**RESOLVED** by the Board of Trustees (the "Board") of the Galt Joint Union Elementary School District (the "District"), County of Sacramento, State of California, that:

**WHEREAS**, this Board has had a School Facility Needs Analysis ("Needs Analysis") prepared as outlined in Section 65995 of the California Government Code; and

**WHEREAS**, said Need Analysis outlines the shortfall in revenues without levying fees as authorized in Sections 65995.5 and 65995.6 of the Government Code.

**WHEREAS**, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995.5 and 65995.6 on residential development projects in the amount of \$2.75 per square foot.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** as follows:

1. The Board hereby receives and approves the School Facility Needs Analysis, October 2016 as prepared by SCI Consulting Group.
2. Based upon said Needs Analysis, the Board makes the following findings.
  - a.) The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential development in the District.
  - b.) The fees are to be used to finance the construction and reconstruction of school facilities for new students generated by residential development.
  - c.) There is a reasonable relationship between the need for the fees, the use of the fees, and the development projects on which the fees are imposed.
  - d.) There is a reasonable relationship between the amount of the fees and the cost of the facilities attributable to the development projects on which the fees are imposed.
3. The Board hereby finds and determines the necessity to levy the fees authorized in Sections 65995.5 and 65995.6 of the Government Code in the amount of \$2.75 per square foot of new residential development.
4. The imposition of the fees shall take effect immediately.



5. The Superintendent or designee shall notify the City of Galt and the County of Sacramento having jurisdiction over territory within the District and request that no building permits be issued on or after this date without certification from the District that the fees specified herein have been paid.
6. The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 26, 2016 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, was published in a newspaper in accordance with Sections 65995.5 and 65995.6 of the California Government Code and at least 30 days prior to the meeting. A copy of said Needs Analysis was mailed to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees within the period specified by law. Additionally, at least 30 days prior to the meeting the District made available to the public the final Needs Analysis for review.
7. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.

APPROVED, PASSED AND ADOPTED this 26th day of October 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

President, Board of Trustees  
Galt Joint Union Elementary School District

ATTEST:

---

Secretary, Board of Trustees  
Galt Joint Union Elementary School District



# **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

## **SCHOOL FACILITY NEEDS ANALYSIS**

OCTOBER 2016  
FINAL REPORT

PREPARED FOR:

**BOARD OF TRUSTEES  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

PREPARED BY:

**SCI Consulting Group**

4745 MANGELS BLVD.  
FAIRFIELD, CALIFORNIA 94534  
PHONE 707.430.4300  
FAX 707.430.4319  
[www.sci-cg.com](http://www.sci-cg.com)

(THIS PAGE INTENTIONALLY LEFT BLANK)

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

---

### **BOARD OF TRUSTEES**

Kevin Papineau, President  
Wesley Cagle, Vice President  
Grace Malson, Clerk  
John Gordon, Representative  
Matthew Felix, Member

### **SUPERINTENDENT**

Dr. Karen Schauer

### **DIRECTOR OF BUSINESS SERVICES**

Tom Barentson

### **FACILITY PLANNING CONSULTANT**

SCI Consulting Group

(THIS PAGE INTENTIONALLY LEFT BLANK)

## TABLE OF CONTENTS

---

|   |                                     |
|---|-------------------------------------|
| <b>EXECUTIVE SUMMARY .....</b>                                  | <b>1</b>                            |
| INTRODUCTION .....  | 1                                   |
| SUMMARY OF FINDINGS .....                                       | 3                                   |
| SUMMARY OF RECOMMENDATIONS .....                                | 4                                   |
| <b>DISTRICT PROFILE.....</b>                                    | <b>5</b>                            |
| DISTRICT PROFILE.....   | 5                                   |
| EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT .....          | 5                                   |
| <b>PROJECTIONS AND DEMOGRAPHICS .....</b>                       | <b>6</b>                            |
| PROJECTED DEVELOPMENT .....                                     | 6                                   |
| STUDENT GENERATION RATES .....                                  | 9                                   |
| ENROLLMENT FROM NEW HOUSING .....                               | 9                                   |
| UNHOUSED ENROLLMENT .....                                       | 9                                   |
| NEW RESIDENTIAL BUILDING AREA.....                              | 9                                   |
| <b>LEVEL 2 FEE DETERMINATION.....</b>                           | <b>11</b>                           |
| ALLOWABLE COSTS.....  | 11                                  |
| LEVEL 2 FEE DETERMINATION.....                                  | 12                                  |
| <b>SCHOOL SITES, FACILITIES AND LOCAL FUNDING SURPLUSES ...</b> | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| SURPLUS SCHOOL SITES.....                                       | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| SURPLUS SCHOOL FACILITIES .....                                 | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| SURPLUS LOCAL FUNDS .....                                       | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| <b>LEVEL 2 &amp; 3 FEE ELIGIBILITY.....</b>                     | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| LEVEL 2 AND 3 FEES .....  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| <b>LEVEL 3 FEE DETERMINATION.....</b>                           | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| <b>NEXUS FINDINGS .....</b>                                     | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| <b>APPENDICES .....</b>   | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| APPENDIX A – REQUIREMENTS FOR ADOPTION OF THE NEEDS ANALYSIS..  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| APPENDIX B – EXISTING SCHOOL BUILDING CAPACITY DETERMINATION... | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| APPENDIX C – BONDING CAPACITY CALCULATION .....                 | <b>ERROR! BOOKMARK NOT DEFINED.</b> |

## LIST OF FIGURES

---

|   |    |
|---|----|
| FIGURE 1 – EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT (2015-16).....    | 5  |
| FIGURE 2 – ANNUAL RESIDENTIAL BUILDING PERMITS ISSUED, CITY OF GALT.....      | 6  |
| FIGURE 3 – RESIDENTIAL DEVELOPMENT PROJECT LIST, CITY OF GALT .....           | 7  |
| FIGURE 4 – FIVE-YEAR PROJECTED RESIDENTIAL DEVELOPMENT.....                   | 8  |
| FIGURE 5 – STUDENT GENERATION RATES FOR NEW HOUSING .....                     | 9  |
| FIGURE 6 – ENROLLMENT GENERATED FROM NEW HOUSING .....                        | 9  |
| FIGURE 7 – NEW RESIDENTIAL SQUARE FOOTAGE .....                               | 10 |
| FIGURE 8 – ALLOWABLE COSTS FOR CONSTRUCTION AND GENERAL SITE DEVELOPMENT..... | 11 |
| FIGURE 9 – LEVEL 2 FEE DETERMINATION .....                                    | 13 |
| FIGURE 10 – LEVEL 3 FEE DETERMINATION.....                                    | 19 |

## EXECUTIVE SUMMARY

---

### INTRODUCTION

This School Facility Needs Analysis (“Needs Analysis”) was prepared pursuant to the requirements of Senate Bill 50, Chapter 407; Statutes 1998, (hereinafter “Chapter 407/98” or “SB 50”) which became effective on November 4, 1998 after voters in California supported Proposition 1A. The purpose of this Needs Analysis is to evaluate the need for and amount of developer fees allowed for new residential construction, pursuant to Chapter 407/98 for the Galt Joint Union Elementary School District (“District”).

Chapter 407/98 essentially authorizes qualifying school districts to levy three different levels of developer fees. These three levels of fees are from Government Code Sections 65995, 65995.5 and 65995.7. Developer fees levied pursuant to Government Code Section 65995 are typically called “Statutory fees”, “Stirling fees”, or “Level 1 fees” and the current maximum Stirling fee amounts for K-12 facilities are \$3.48 per square foot of residential construction and \$0.56 per square foot of commercial/industrial construction. These amounts are adjusted every two years in an amount equal to the statewide cost index for Class B construction, as determined by the State Allocation Board (“SAB”) at its January meeting. The District shares the K-12 commercial / industrial fee with the Galt Joint Union High School District. The District currently collect 60 percent, or \$0.324 per square foot of new commercial area constructed within the District.

Chapter 407/98 established two new sections, Section 65995.5 and 65995.7 that allow school districts to impose higher fees on residential construction if certain conditions are met by the school district. Government Code Section 65995.5 provides for an alternative fee (hereinafter the “Level 2 fee”) that may provide approximately 50 percent of the cost of school construction and site costs (using statewide average costs).

Government Code Section 65995.7 provides for developer fees that would be approximately twice the amounts authorized for Level 2 fees. This “Level 3 fee” may be levied by school districts if State funding becomes unavailable from the State Allocation Board. In essence, Section 65995.7 allows a district to effectively double the Level 2 fee. However, if the district later receives any State funding, any amounts collected in excess of Level 2 or 3 fees would have to be reimbursed to the developers from whom it was collected.



In order to impose such fees, this Needs Analysis must make the following determinations:

- Determine if the District has been approved as eligible by the State Allocation Board (“SAB”) for new construction grant funds under the School Facility Program (“SFP”); and
- Determine if the District has satisfied two of the four requirements set forth in Government Code Section 65995.5(b)(3); and
- Determine the District’s maximum allowable Level 2 fee and Level 3 fees as authorized by Government Code Sections 65995.5 and 65995.7 respectively.

In addition to making these determinations, this Needs Analysis must establish that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new development. More specifically, this Needs Analysis will present findings in order to meet the procedural requirements of the Mitigation Fee Act, also known as AB 1600, which are as follows:

1. Identify the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed;
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

**SUMMARY OF FINDINGS**

1. School capacity pursuant to SB 50 is calculated on a teaching station basis whereby all permanent classrooms are counted. Portable classrooms are also counted, but only up to the amount that equals 25 percent of the number of permanent classrooms. Using this measure of school capacity, the District's State Capacity in 2015-16 is 3,800 K-8 students.
2. The District has an enrollment, as of October 2015, of 3,651 K-8 students. Therefore, the District's enrollment exceeds existing school capacity and new school facilities will be required for enrollments generated by new residential development.
3. Based on a study of historical residential construction and the City of Galt's current development plan for new homes, approximately 250 new single family homes and 0 multi-family units forecast to be constructed within the District over the next 5 years.
4. A student generation rate analysis of newly constructed residential units finds that each new single family home generates an average of 0.448 K-8 students and each new multi-family home generates an average of 0.616 K-8 students.
5. Over the next five years, 113 additional students are projected from the 250 new residential homes and 0 multi-family units.
6. Based on an average new single family residential home size of 2,240 square feet and a multi-family residential unit size of 850 square feet, the total projected new residential area is 560,000 square feet.
7. The current allowable costs for new school construction pursuant to SB 50 are \$10,634 per elementary student and \$11,247 per middle school student.
8. In addition to new school construction costs, SB 50 states that 50 percent of site acquisition, site development costs, and off-site development can be included. The allowable site acquisition and site development costs per student for the District are \$1,890 per elementary student and \$7,541 per middle school student.
9. The total allowable costs per student for Level 2 fees are \$11,702 per elementary student and \$12,551 per middle school student.
10. Using these cost factors and the projected number of new homes, the maximum amount chargeable to residential development for the Level 2 fee is \$2.75. Of this total amount \$1,166,077 is attributable to new elementary school facilities and \$374,210 is attributable to new middle school facilities.

11. The District owns the “Jeffery T. Jennings” site for a future elementary school. The District has no other “surplus” school sites, surplus facilities or other local funding for capital improvements that can be used to offset the cost of facilities needed for students from unmitigated, new residential development subject to the Level 2 fee.
12. Based on costs allowable by Government Code § 65995, this Needs Analysis determines that the maximum amount chargeable to residential development as an alternative “Level 2” fee is \$2.75 per square foot of unmitigated new residential area. Additionally, in the event that new construction state funding becomes unavailable, the District is authorized to charge a Level 3 fee in the amount of \$5.50 per square foot of new, unmitigated residential area.
13. The District is eligible for new construction funding under the School Facility Program (“SFP”) and satisfies 2 of the 4 statutory requirements necessary to levy Level 2 fees pursuant to Government Code Section 65995.5(b)(3).

#### **SUMMARY OF RECOMMENDATIONS**

1. The District should continue to levy the alternative school facility fee (“Level 2 fee”) at the rate of \$2.75 per square foot for all new residential development, with the exception of any residential development that is paying mitigation through a developer mitigation agreement, Mello-Roos special tax or other special tax.
2. As justified in the Level 1 Fees Justification Report (Appendix A), the District should levy the maximum allowable commercial / industrial fee of \$0.56 per square foot. This fee is shared with the Galt Joint Union High School District with the District receiving 60 percent, or \$0.336 per square foot.
3. The Level 2 fee should be adopted and implemented pursuant to Government Code Section 65995.5 and as generally summarized in Appendix B to this Needs Analysis.
4. It is important to keep in mind that the projections and related facility needs presented in this Needs Analysis are based on a State formula for the general purpose of legally justifying the need for and amount of the Level 2 fee. SCI Consulting Group recommends that the District rely on more comprehensive and detailed demographic analysis and facility plans for long-term facility planning.

## DISTRICT PROFILE

---

### DISTRICT PROFILE

The Galt Joint Union Elementary School District encompasses the City of Galt and surrounding areas in Sacramento County. According to the October 2015 CBEDS, the District currently serves 3,651 K-8 students in regular education programs. The District currently operates five elementary schools and one middle school: Valley Oaks Elementary, River Oaks Elementary, Marengo Ranch Elementary, Lake Canyon Elementary, Vernon E. Greer Elementary and Robert L. McCaffrey Middle School.

In reading the enclosed information, the reader should be reminded that the information presented in the Needs Analysis is relevant to the 2015-16 school year and does not reflect any changes that may occur in the 2016-17 school year.

### EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT

Pursuant to SB 50, existing school building capacity is determined by a teaching station methodology whereby each permanent teaching station is counted and loaded at the rate of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Pursuant to Education Code Section 17071.30(b), the maximum number of portable classrooms included within the capacity calculation shall not exceed 25 percent of the number of permanent classrooms.

Figure 1 presents an analysis of current enrollments in comparison to allowable state capacity. By this measure, the District's capacities exceed enrollment by 149 K-12 students.

**FIGURE 1 – EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT (2015-16)**

|                         | SB50 State<br>Capacity | Oct-15<br>Enrollment | Excess<br>Capacity |
|-------------------------|------------------------|----------------------|--------------------|
| Elementary School (K-6) | 2,624                  | 2,812                | <b>(188)</b>       |
| Middle School (7-8)     | 1,176                  | 839                  | <b>337</b>         |
| <b>Total K - 8</b>      | <b>3,800</b>           | <b>3,651</b>         | <b>149</b>         |

*(Appendix C provides the existing school building capacity calculation for the District.)*

## PROJECTIONS AND DEMOGRAPHICS

---

### PROJECTED DEVELOPMENT

As indicated in the figure below, the City issued an annual average of 26 single family building permits from 2007 through 2016. The total number of annual building permits peaked at 308 in 2005, but has declined remarkably since 2007. 2014 is the first year since 2008 that the number of building permits pulled began increase.

**FIGURE 2 – ANNUAL RESIDENTIAL BUILDING PERMITS ISSUED, CITY OF GALT**

| Year  | SFR | MFR | Total |
|-------|-----|-----|-------|
| 2002  | 104 | 0   | 104   |
| 2003  | 190 | 0   | 190   |
| 2004  | 189 | 0   | 189   |
| 2005  | 271 | 37  | 308   |
| 2006  | 206 | 0   | 206   |
| 2007  | 46  | 0   | 46    |
| 2008  | 14  | 0   | 14    |
| 2009  | 1   | 0   | 1     |
| 2010  | 0   | 81  | 81    |
| 2011  | 0   | 0   | 0     |
| 2012  | 1   | 0   | 1     |
| 2013  | 1   | 0   | 1     |
| 2014  | 72  | 0   | 72    |
| 2015  | 71  | 0   | 71    |
| 2016* | 55  | 0   | 55    |

Source: Construction Industry Research Board  
and City of Galt Building Department

Notes:

\* Building permits year-to-date through June 2016.

Figure 3 below outlines the approved and proposed residential building projects registered with the City of Galt Planning Department as of June 2016. As indicated, these projects represent over 3,029 new residential units currently under construction, approved, or in the application process.

**FIGURE 3 – RESIDENTIAL DEVELOPMENT PROJECT LIST, CITY OF GALT**

|  | Total<br>Units <sup>1</sup> | Permits<br>Issued | Remaining<br>Units | General<br>Status      |
|--|-----------------------------|-------------------|--------------------|------------------------|
| <b>Single Family Residential</b>       |                             |                   |                    |                        |
| Fairway Oaks                           | 100                         | 0                 | 100                | Tentative Map Approved |
| Creekside 2, Unit 2 <sup>2</sup>       | 38                          | 37                | 1                  | Partially Completed    |
| Countryside 2 <sup>2</sup>             | 14                          | 0                 | 14                 | Ready to Build         |
| Emerald Park # 22                      | 25                          | 0                 | 25                 | Tentative Map Approved |
| Creekside 4                            | 67                          | 62                | 5                  | Partially Completed    |
| The Village at Lexington Heights       | 65                          | 0                 | 65                 | Tentative Map Approved |
| Lonnie Estates                         | 16                          | 0                 | 16                 | Tentative Map Approved |
| Morali Estates                         | 50                          | 0                 | 50                 | Tentative Map Approved |
| River Oaks Unit 3                      | 270                         | 72                | 198                | Partially Completed    |
| Ceder Flats Estates                    | 120                         | 0                 | 120                | Under Review           |
| Creekside 3                            | 71                          | 16                | 55                 | Approved Final Map     |
| Legacy Estates                         | 5                           | 0                 | 5                  | Tentative Map Approved |
| Parlin Oaks P.U.D.                     | 223                         | 0                 | 223                | Tentative Map Approved |
| Park Creek Village P.U.D. <sup>1</sup> | 39                          | 0                 | 39                 | Tentative Map Approved |
| Eastview Specific Plan <sup>3</sup>    | 1,685                       | 0                 | 1685               | Under Review           |
| <b>TOTAL UNITS</b>                     | <b>2,788</b>                | <b>187</b>        | <b>2,601</b>       |                        |
| <b>Multi Family Residential</b>        |                             |                   |                    |                        |
| Eastview Specific Plan <sup>3</sup>    | 241                         | 0                 | 241                | Under Review           |
| <b>TOTAL MULTI-FAMILY</b>              | <b>241</b>                  | <b>0</b>          | <b>241</b>         |                        |
| <b>GRAND TOTAL</b>                     | <b>3,029</b>                | <b>187</b>        | <b>2,842</b>       |                        |

Source: City of Galt Planning Department. Development Project List as of June 2016.

Notes:

<sup>1</sup> List excludes senior living projects.

<sup>2</sup> Residential development projects within Community Facilities District No. 1 which are not subject to the alternate Level 2 developer fee.

<sup>3</sup> Of the 1,685 projected units within the Eastview Specific Plan, 1,383 units planned for the mitigated residential development project known as Liberty Ranch. These units will not be subject to the alternate Level 2 developer fee.

Future levels of residential development will primarily be determined by the supply and demand for new homes in the area. The historical rate of purchase and occupancy of new homes in the District has averaged approximately 192 units annually before the decline in 2007. With this level of growth history in Galt and the housing market beginning to improve, the demand for new homes in the area should pick up and not be constrained by the supply. Therefore, development projections were formulated under a market absorption methodology whereby the demand for new housing stock was assumed to continue to match the available supply.

The figure below lists the 5-year projected residential development within the District. Based on historical development, current building projects and figures provided by the City of Galt Planning Department, this Needs Analysis projects 250 single-family homes ("SFR") and 0 multi-family residential units ("MFR") will be constructed within the next five years.

**FIGURE 4 – FIVE-YEAR PROJECTED RESIDENTIAL DEVELOPMENT**

| <b>Housing Type</b>                      | <b>Total Projected Housing Units</b> |
|--|--------------------------------------|
| Single Family Residential ("SFR")        | 250                                  |
| Multi-Family Residential ("MFR")         | 0                                    |
| <b>Total Projected Residential Units</b> | <b>250</b>                           |

### STUDENT GENERATION RATES

Student generation rates, otherwise known as “yield factors”, are the average number of students that are generated by each new housing unit. Student generation rates for new housing units were determined by SCI Consulting Group. The student generation rate analysis found that new single family homes generate an average of 0.448 K-8 students while multi-family residential units generate an average 0.616 K-8 students.

**FIGURE 5 – STUDENT GENERATION RATES FOR NEW HOUSING**

| Housing Type                  | K-6   | 7 - 8 | K - 8        |
|-------------------------------|-------|-------|--------------|
| New Single Family Residential | 0.343 | 0.105 | <b>0.448</b> |
| New Multi-Family Residential  | 0.438 | 0.179 | <b>0.616</b> |

### ENROLLMENT FROM NEW HOUSING

The figure below lists the number of students projected by grade level from the forecasted new homes. If 250 new housing units are constructed as projected, and each new SFR and MFR is expected to yield 0.448 and 0.616 students respectively, then the District enrollments will increase by approximately 113 students.

**FIGURE 6 – ENROLLMENT GENERATED FROM NEW HOUSING**

| Period  | Projected Homes |     | Students Generated |     |     |
|---------|-----------------|-----|--------------------|-----|-----|
|         | SFR             | MFR | K-6                | 6-8 | K-8 |
| 5-Years | 250             | 0   | 86                 | 27  | 113 |

### UNHOUSED ENROLLMENT

As shown in Figure 1 no excess capacity exists at the elementary school level, thus all elementary school students generated by new development are considered unhooused. However, existing capacity exceeds middle school enrollment by 337 students. The District will experience middle school enrolment growth beyond the five-year period of this Needs Analysis. Therefore, the excess middle school capacity will be needed to house students generated from residential units constructed over the next five (5) years and residential units constructed beyond the five-year period of this Needs Analysis. Therefore, the excess middle school



capacity shown in Figure 1 must be allocated between the projected residential development shown in Figure 4 and residential units to be constructed beyond the next five (5) years.

According to City’s 2030 General Plan and information obtained from the California Department of Finance, the District can expect an additional 5,928 single-family and 3,096 multi-family units at buildout of the General Plan. These figures include residential units for the next five (5) years and residential units to be constructed beyond the next five (5) years. Allocating the excess middle school capacity identified in Figure 1 between the residential units to be constructed over the next five (5) years and residential units to be constructed beyond the next five (5) years based on the number of students each group of residential units is expected to generate results in 8 middle school student capacity to be allocated over the next five (5) years. Therefore, only 19 middle school students of the 27 student generated by new development over the next five (5) years are considered unhoused.

**NEW RESIDENTIAL BUILDING AREA**

SCI Consulting Group conducted an analysis of building permit issued within the City of Galt over the past 5 years. This analysis indicates that single family homes were developed at an average of 2,240 square feet and multi-family units at an average of 850 square feet. Using these findings, Figure 7 projects 560,000 square feet of new residential area will be developed over the next 5 years.

**FIGURE 7 – NEW RESIDENTIAL SQUARE FOOTAGE**

|                                  | <b>SFR</b> | <b>MFR</b> | <b>TOTAL</b>   |
|----------------------------------|------------|------------|----------------|
| Average Dwelling Size (Sq. Ft.)  | 2,240      | 850        | <b>2,240</b>   |
| Total Units (5 years)            | 250        | 0          | <b>250</b>     |
| Total Residential Square Footage | 560,000    | 0          | <b>560,000</b> |

## LEVEL 2 FEE DETERMINATION

---

Education Code Section 17072.10 establishes allowable cost factors for school construction that are used to determine the appropriate Level 2 fee for new residential development. These cost factors were developed on a per-student basis and are based on approximately 50 percent of statewide school construction costs. It should be noted however, that the actual cost of school construction may be significantly higher than the cost factors indicate. Any shortfall in funding from the State school construction bond program (funded by Proposition 47) and the Level 2 fee will need to be addressed by local school districts.

### ALLOWABLE COSTS

As of February 24, 2016, the allowable cost factors for new school construction for 2016 are \$11,702 per elementary student and \$12,551 per middle school student. These allowable cost factors include the base per pupil grant pursuant to Education Code § 17072.10, the auto alarm/detection grant, the sprinkler grant required by Education Code § 17074.56(a) ), labor compliance program grant pursuant Labor Code § 1771.7(e) and the general site development grant pursuant to SAB Regulation 1859.76 for each grade level. These allowable costs are summarized in the figure below.

**FIGURE 8 – ALLOWABLE COSTS FOR CONSTRUCTION AND GENERAL SITE DEVELOPMENT**

| <b>Allowable Grants</b>                                   | <b>K-6</b>      | <b>7-8</b>      |
|---|-----------------|-----------------|
| Per Pupil Base Grants <sup>1</sup>                        | \$10,634        | \$11,247        |
| Automatic Fire Detection/Alarm System Grants <sup>1</sup> | \$12            | \$17            |
| Automatic Sprinkler System Grants <sup>1</sup>            | \$178           | \$212           |
| General Site Development Grant <sup>1</sup>               | \$878           | \$1,075         |
| <b>Total Per Pupil Grants</b>                             | <b>\$11,702</b> | <b>\$12,551</b> |

Source: State Allocation Board

Notes:

<sup>1</sup> Approved February 24, 2016 by the State Allocation Board to become effective January 1, 2016.

In addition, the District can include 50 percent of the cost of site acquisition, offsite improvements, and site development. Land acquisition costs within the District are assumed to be \$379,600 per acre. Arguments for higher or lower land costs can be made; however, the amount presented is appropriate and conservative for the purpose of this Needs Analysis. Land acquisition costs also included an additional 4 percent for appraisal, survey and escrow costs as allowed by SAB Regulation 1859.74(a)(2).

The District owns one school site, the “Jeffery T. Jennings” site, for a future elementary school. However, according to the District 2015 Facilities Master Plan, the next elementary school will likely be located within the Eastview Specific Plan. For purposes of this Needs Analysis, no land acquisition costs are assumed for the next elementary school since surplus value of Jeffrey T. Jennings site would offset the land acquisition cost of the Eastview Specific Plan site.

Site development costs are based on the actual site development cost for new elementary schools built in nearby Elk Grove. Site development costs include service site development, off-site development and utilities costs.

As further detailed in Figure 9 on the following page, the site acquisition and development costs equate to \$1,890 per elementary student and \$7,541 per middle school student. This brings the bringing total SB50 new school construction costs per student to \$13,592 per elementary student and \$20,092 per middle school student.

#### **LEVEL 2 FEE DETERMINATION**

The determination of allowable costs and Level 2 fees is presented in Figure 9 on the following page. This table calculates a *composite* single family/multi-family fee based on aggregate SB50 new school facility construction costs. This fee is the amount that is justified and should be established for new residential construction. As shown, the District can justify a Level 2 single family/multi-family fee in the amount of \$2.75 per square foot of new residential area.

FIGURE 9 – LEVEL 2 FEE DETERMINATION

|   | Grade Level |           | Total       |
|---|-------------|-----------|-------------|
|   | K - 6       | 7 - 8     |             |
| Unhoused Enrollment From New Development                    | 86          | 19        | 105         |
| New School Size   | 650         | 900       |             |
| Schools Needed  | 0.13        | 0.02      |             |
| Allowable Site Acreage <sup>1</sup>                         | 9.0         | 20.8      |             |
| Total Acreage Required                                      | 1.17        | 0.42      | 1.6         |
| Land Acquisition Cost per Acre <sup>2</sup>                 | \$0         | \$379,600 |             |
| Site Development Cost per Acre <sup>3</sup>                 | \$273,000   | \$273,000 |             |
| Total Site Acquisition/Development Cost/Acre                | \$273,000   | \$652,600 |             |
| Allowable Site Acq./Devel. Costs/Acre <sup>4</sup>          | \$136,500   | \$326,300 |             |
| Allowable School Construction Cost per Student <sup>5</sup> | \$11,702    | \$12,551  |             |
| Allowable Site Acq./Devel. Cost per Student <sup>6</sup>    | \$1,890     | \$7,541   |             |
| School Facilities Cost                                      | \$1,006,372 | \$238,469 | \$1,244,841 |
| Site Acquisition and Development Cost                       | \$159,705   | \$135,741 | \$295,446   |
| Total Allowable SB50 Costs                                  | \$1,166,077 | \$374,210 | \$1,540,287 |
| Total New Residential Area (Sq. Ft.)                        |             |           | 560,000     |
| Alternative ("Level 2") Fee per Square Foot                 |             |           | \$2.75      |

## Notes:

<sup>1</sup> Based on the 1998 edition of "School Site Analysis and Development" published by the CDE pursuant to Govt. Code § 65995.5(h).

<sup>2</sup> There are no land acquisition costs for K-5 facilities because the District currently owns the site for its next school. Land costs include an additional 4% for appraisal, survey and escrow costs per SAB Regulation 1859.74(a)(2).

<sup>3</sup> Estimated cost per acre for site development, utilities and public infrastructure improvements is based on actual costs of new elementary schools built in nearby Elk Grove.

<sup>4</sup> Pursuant to SB50, 50% of total site acquisition and development costs are allowable in calculating Level 2 fees.

<sup>5</sup> The unhoused pupil grant is the sum of the base grant, the auto/detection grant, the fire sprinkler grant and the general site development grant as adjusted by the State Allocation Board on February 24, 2016.

<sup>6</sup> The allowable SB50 site acquisition and development costs calculated per student utilizing new school size and acreage required per campus.

## **SCHOOL SITES, FACILITIES AND LOCAL FUNDING SURPLUSES**

---

This section evaluates and considers surplus school sites, surplus facilities and other local funding for capital improvements that can be used to offset the cost of facilities needed for students from new residential development. More specifically, pursuant to Government Code Section 65995.6(b), the District must “identify and consider (a) any surplus property owned by the school district that can be used as a school site or that is available for sale to finance school facilities, (b) the extent to which projected enrollment growth can be accommodated at existing surplus school facilities, and (c) local sources of revenue that are available or dedicated to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollments attributable to new residential development.”

### **SURPLUS SCHOOL SITES**

The District owns one elementary school site, the “Jeffery T. Jennings” site, for a future elementary school. However, according to the District 2015 Facilities Master Plan, the next elementary school will likely be located within the Eastview Specific Plan and the Liberty Ranch Development. For purposes of this Needs Analysis, no land acquisition cost is assumed for the next elementary school since the surplus value of Jeffrey T. Jennings site would offset the land acquisition cost of the Eastview Specific Plan site.

The District owns no other school sites for future schools.

### **SURPLUS SCHOOL FACILITIES**

The District has no existing surplus school facilities to accommodate projected enrollment growth from new development.

### **SURPLUS LOCAL FUNDS**

The following is an evaluation of other local funding sources that might be available or could be dedicated to finance the construction or reconstruction of school facilities needed to accommodate enrollment growth attributable to new residential development.

#### **MELLO-ROOS COMMUNITY FACILITIES DISTRICTS**

The District, under the Galt Schools Joint Powers Authority, currently has Mello-Roos Community Facilities Districts (“CFDs”). Properties included in these CFDs are

levied special taxes for new school construction. These special taxes must be used exclusively to provide additional school facilities for enrollments generated by homes in the CFD. Therefore, these revenues are not available to offset the cost of facilities required for students generated by development subject to the Level 2 fee.

#### GENERAL OBLIGATION BONDS

The District passed a \$9,240,000 General Obligation Bond in October 2001. This bond amount was considered approximately half of the funding needed to build McCaffrey Middle School and Lake Canyon Elementary School. These schools have been constructed and the bond proceeds expended.

The District Board of Education has approved a \$19,700,000 General Obligation Bond to be considered by voters on the November 8, 2016 general election.

#### CERTIFICATES OF PARTICIPATION

Special Tax Certificates of Participation Bonds ("COPs") were authorized and issued by the District under a Joint Powers Agreement in 1992 for Mello-Roos District CFD No. 1. The bond proceeds were used to construct school facilities required for enrollments generated by new development within CFD No. 1. Therefore, there are no COP proceeds available to offset the Level 2 fee.

#### GENERAL FUND REVENUE

The District's general funds are needed by the District to provide for the operation of its instructional program. There are no unencumbered funds at the District that could be used to construct new facilities or reconstruct existing facilities.

#### LOTTERY REVENUE

Government Code Section 8880.5(m) states that "all funds from the California State Lottery Education Fund shall be used exclusively for education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

#### COMMERCIAL / INDUSTRIAL STATUTORY FEES

Commercial and industrial statutory fees levied pursuant to Government Code Section 65995 continue to be justified for the District. As determined in the Appendix A of this Needs Analysis, these fees offset only a portion of the cost of new school facilities and will continue to be needed to provide additional school facilities for enrollments generated by employees from new commercial and industrial businesses.

#### OTHER LOCAL FUNDING SOURCES

Any other local funding sources that may become available will be required to provide additional school capacity for current unhoused enrollments.

## LEVEL 2 & 3 FEE ELIGIBILITY

---

### LEVEL 2 AND 3 FEES

This section frames the District's eligibility to continue to levy alternative school facility fees ("Level 2 fees"), in terms of the statutory requirements pursuant to Government Code Sections 65995.5(1) and 65995.5(3). In general, the District must make a "timely" application to the State Facilities Program and satisfy a certain number of statutory requirements in order to levy Level 2 fees. The specific requirements and findings for both fees are discussed below.

#### **THE SCHOOL DISTRICT MUST MAKE A TIMELY APPLICATION FOR STATE FUNDING FOR NEW CONSTRUCTION UNDER THE STATE FACILITIES PROGRAM.**

*This statutory requirement has been met for the District. The District is eligible to receive new construction funding under the School Facilities Program. On January 29, 1999, the District submitted eligibility documents to the State to participate in the State Facilities Program. SAB forms 50-01, 50-02 and 50-03 were approved by the State Allocation Board on April 28, 1999. As of March 4, 2014, the District is eligible for new construction funding for 1,356 students for grades K-6.*

#### **UNTIL JANUARY 1, 2000, SATISFY ONE OF THE FOLLOWING CONDITIONS AND, ON OR AFTER JANUARY 1, 2000, MEETING TWO OF THE FOLLOWING CONDITIONS:**

1. Attempt to pass a local bond at least once within the past four years and get approval of 50 percent plus one of the voters.

*This statutory condition has not been met by the District. The District's last local bond measure was in October 2001.*

2. Have at least 30 percent of K-6 enrollment on multi-track year-round education; or at least 40 percent of public school students in grades K-12 are on multi-track year round education schedules within the high school attendance area for which the district is applying for funding.

*This statutory condition has not been met by the District. The District does not provide a multi-track year round education at any school.*



3. Have issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the District's local bonding capacity (30 percent if post November 1998 landowner-approved Mello-Roos special taxes are included).

*This statutory condition has been met by the District. The Galt Joint Powers Authority's current debt level for capital outlay is 49.33% of the District's bonding capacity, and thus is greater than 15 percent required.*

4. At least 20 percent of the teaching stations in the District are relocatable classrooms.

*This statutory condition has been met for the District. The District's total classroom inventory is 49.6 percent relocatable classrooms.*

The District has made a timely application for state funding, has over 20 percent of teaching stations in relocatable classrooms, and has bond indebtedness greater than 15 percent of the District's total local bonding capacity. Therefore, the District meets 2 of the 4 statutory prerequisites for levying Level 2 fees.

### LEVEL 3 FEE DETERMINATION

---

If State school construction funding becomes unavailable due to a lack of State school construction bonds, the District would be eligible to levy fees pursuant to Government Code Section 65995.7 at twice the currently justified amount for Level 2 fees. The amounts of these Level 3 fees for residential construction would be as shown below.

It should be noted that if the District levies a Level 3 fee and later receives any State funding, any amounts collected in excess of the Level 3 fee would have to be refunded to the property owners from whom it was collected. If such reimbursement were to occur, the District could deduct from the reimbursable amount its expenditures for interim housing for students from new residential development. A statewide facilities bond has been placed on the November 8, 2016 ballot. If the ballot fails school districts will have the authority to collect a Level 3 fees as there will be no State school construction funding available.

**FIGURE 10 – LEVEL 3 FEE DETERMINATION**

| <b>Cost and Fee Categories</b>           | <b>Amount</b> |
|--|---------------|
| Allowable Cost per Elementary Student    | \$27,184      |
| Allowable Cost per Middle School Student | \$40,184      |
| Alternate Level 3 Fee per Square Foot    | \$5.50        |

## NEXUS FINDINGS

---

This section frames the results of the Needs Analysis in terms of the nexus requirements pursuant to AB 1600 which is codified in California Government Code § 66000<sup>1</sup>. In general, it must be demonstrated that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new residential development. The specific nexus requirements and findings for the fee are discussed below.

### IDENTIFY THE PURPOSE OF FEE

The purpose of the fee is to provide funding for construction and reconstruction of school facilities for new students generated by residential development.

### IDENTIFY THE USE OF FEE

As outlined in the Needs Analysis, the general purpose of the fee is to fund the construction of additional school facilities as outlined in the Needs Analysis. The District may need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from fees collected on residential development may be used to pay for any of the following:

- Construction or reconstruction of school facilities;
- Acquisition or leasing of land for school facilities;
- Design of school facilities;
- Permit and plan checking fees;
- Testing and inspection of school sites and buildings;
- Furniture for use in new school facilities;
- Purchased or leased interim school facilities;
- Legal and administrative costs associated with providing school facilities to students generated by new development;
- Administration of the justification and collection of developer fees;
- Other miscellaneous costs resulting from student enrollment growth caused by new development.

---

<sup>1</sup> Otherwise known as the Mitigation Fee Act.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT ON WHICH THE FEE IS IMPOSED

New residential development will cause families to move into the District and will, consequently, generate additional students in the District. As previously discussed, adequate school facilities do not exist for all these students. New residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring new facilities) is therefore reasonably related to the type of project (new residential development) upon which it is imposed.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR PUBLIC FACILITIES AND THE TYPE OF DEVELOPMENT ON WHICH THE FEE IS IMPOSED

As previously discussed in this Needs Analysis, the District has insufficient permanent capacity to house all additional students projected to enroll in the District. New residential development, therefore, will generate "unhoused students" and consequently, create a need for additional school facilities.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF FEE AND THE COST OF THE PUBLIC FACILITY ATTRIBUTABLE TO THE DEVELOPMENT ON WHICH THE FEE IS IMPOSED

The relationship between the amount of the Level 2 fee and the cost of the school facilities attributable to new residential development is detailed in Figure 9. As shown, the cost of school facilities attributable to each square foot of new residential housing units is \$2.75 per square foot.

## **APPENDICES**

---

Appendix A – Level 1 Fee Justification Report

Appendix B – Requirements for Adoption of the Needs Analysis

Appendix C – Existing School Building Capacity Determination

Appendix D – Bonding Capacity Calculation

(THIS PAGE INTENTIONALLY LEFT BLANK)

## **APPENDIX A – LEVEL 1 FEES JUSTIFICATION REPORT**

---

In order to establish or increase Level 1 developer fees, the District is required to develop a justification report that demonstrates the nexus between the imposed fee and the need for public facilities created by new development. If the cost of providing adequate school facilities for new housing units is greater than the amount collected by the maximum Statutory residential developer fee, then the District may levy the fees or a lower justified amounts. The current maximum State authorized K-12 fees are \$3.48 per square foot of residential area and \$0.56 per square foot of commercial / industrial area. These statutory maximum amounts or “Level 1” fees were increased by the State Allocation Board in January 2016.

### **RESIDENTIAL DEVELOPER FEE JUSTIFICATION**

The estimated construction costs for adequate K-8 facilities are based on two times the new construction per pupil grant amount in the State School Facilities Program as of February 24, 2016 plus site acquisition and development costs. Although the per pupil grant amounts are intended to reflect half the cost of school construction or reconstruction, this estimate should be viewed as a very conservative estimate because projects funded at 100 percent of the state allowance often experience shortfalls between state funding and the District’s actual facilities costs.

The Needs Analysis finds that the average cost of adequate school facilities per new housing unit is \$12,320 which is two times the Level 2 fee multiplied by the average square foot per new housing unit. Given the projected average square footage of new housing units 2,240 square feet, the District’s 60 percent share of the maximum developer fee of \$3.48 per square foot is \$4,677 which will mitigate only 38.0 percent of the impact of new residential development on school facilities. Therefore, the Level 1 residential developer fee is justified at the maximum rate for the District.

### **COMMERCIAL / INDUSTRIAL FEE JUSTIFICATION**

As commercial or industrial properties develop, new jobs are created. Many of the people hired into these new jobs move into the community, thereby increasing the need for additional school facilities to serve their children. Consequently, commercial or industrial development affects the District.

SCI Consulting Group gathered data from the State of California Employment Development Department, the California Department of Finance, U.S. Census Bureau, the Sacramento Area Council of Governments (“SACOG”), and the City of Galt. This data indicated that there were a total of 10,400 workers in the City of Galt’s 7,885 housing units<sup>2</sup>. This data provides a ratio of 1.32 workers per housing unit. Data from the U.S. Census found that approximately 19.8 percent of working-age residents work within the boundaries of the District.

Additionally, AB 530, adopted in 1990, allows for use of employee generation figures from a report produced by the San Diego Association of Governments (“SANDAG”). The SANDAG study determined the average number of employees per square foot commercial and industrial business space. The employee generation factors are summarized in the following table. The SANDAG study shows that on the average there are 2.65 employees for each 1,000 square feet of commercial or industrial building area.

#### EMPLOYEES PER SQUARE FOOT OF COMMERCIAL/INDUSTRIAL FLOOR AREA

|                               |              | Employees   |
|-------------------------------|--------------|-------------|
|                               | Square Feet  | per 1000    |
| Type of Business              | Per Employee | Square Feet |
| Banks                         | 354          | 2.83        |
| Commercial Offices            | 226          | 4.43        |
| Community Shopping Centers    | 652          | 1.53        |
| Corporate Offices             | 372          | 2.68        |
| Industrial Business Parks     | 284          | 3.52        |
| Industrial Parks              | 668          | 1.50        |
| Lodging                       | 883          | 1.13        |
| Medical Offices               | 217          | 4.61        |
| Neighborhood Shopping Centers | 360          | 2.78        |
| Retail Self-Storage           | 15,541       | 0.06        |
| Research & Development        | 329          | 3.04        |
| <b>Overall Average</b>        | <b>377</b>   | <b>2.65</b> |

Using the SANDAG study average of 2.65 employees per 1,000 square feet of new commercial or industrial space, assuming that 19.8 percent of these employees

---

<sup>2</sup> Current population and total housing stock figures are estimates as of January 1, 2016. The total employment figure, provided by the California Employment Development Department, is preliminary as of July 2016.



reside in the City of Galt, and an average of 1.32 employees live in each home, then an average of 0.40 homes per 1,000 square feet of commercial / industrial space will be needed for each new employee. In other words, 2,511 square feet of new commercial/industrial space would, on average, create the need for one additional home in the City of Galt for new employees of that business.

Therefore, the total cost of K-8 school facilities needed per 2,240 square feet of commercial or industrial space is the same as the total school facilities cost per home of \$12,320. However, the District maximum residential fee provide an average of \$6,160 per new housing unit, ( $\$2.75 \times 2,300$  square feet), so the unfunded cost of school facilities is \$6,160 per housing unit. Therefore, the average unfunded impact of commercial and industrial development on school facilities is \$3.37 per square foot. In comparison, the District's 60 percent share of the maximum commercial / industrial fee of \$0.56 per square foot covers only 13.7 percent of this unfunded impact.

This analysis is provided in figure on the following page for each type of land use. As shown, the commercial / industrial fee is justified at the maximum rate of \$0.56 per square foot in every case except for the "retail self-storage" category. Therefore, the maximum commercial/industrial fee of \$0.56 per square foot is justified for all new commercial / industrial construction except for new "retail self-storage" construction which is justified at the rate of \$0.06 per square foot.

In addition to the following justification, a percentage of employees for a new business will move into existing housing in the community. Given that employees typically have more children than the families or people they replace in existing housing, commercial/industrial development also creates enrollment growth in the existing housing stock. The commercial / industrial fee is also justified to offset this impact.

This commercial / industrial fee is shared with the Galt Joint Union High School District ("GJUHSD"). If the GJUHSD imposed the maximum K-12 fee of \$0.56 for commercial / industrial development, the District's share shall be 60 percent, or 0.336 per square foot. If the high school district imposes an amount lower than the maximum fee, the District may collect an amount equal to 60 percent of the maximum fee plus the difference between the GJUHSD fee and the amount of \$0.56 per square foot.

### IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

|                               | Square Footage                                    |   |   | Unfunded<br>Impact per<br>Square Feet <sup>4</sup> |
|-------------------------------|---|---|---|--|
|                               | Employees<br>per 1000<br>Square Feet <sup>1</sup> | Creating<br>Need for One<br>New Home <sup>2</sup> | Unfunded<br>Impact<br>per Home <sup>3</sup> |  |
| Type of Business              |   |   |   |  |
| Banks                         | 2.83  | 2,351   | \$6,158                                     | \$2.62   |
| Commercial Offices            | 4.43  | 1,502   | \$6,158                                     | \$4.10   |
| Community Shopping Centers    | 1.53  | 4,349   | \$6,158                                     | \$1.42   |
| Corporate Offices             | 2.68  | 2,483   | \$6,158                                     | \$2.48   |
| Industrial Business Parks     | 3.52  | 1,891   | \$6,158                                     | \$3.26   |
| Industrial Parks              | 1.50  | 4,436   | \$6,158                                     | \$1.39   |
| Lodging                       | 1.13  | 5,889   | \$6,158                                     | \$1.05   |
| Medical Offices               | 4.61  | 1,444   | \$6,158                                     | \$4.26   |
| Neighborhood Shopping Centers | 2.78  | 2,394   | \$6,158                                     | \$2.57   |
| Retail Self-Storage           | 0.06  | 103,421   | \$6,158                                     | \$0.06   |
| Research & Development        | 3.04  | 2,189   | \$6,158                                     | \$2.81   |
| <b>Overall Average</b>        | <b>2.65</b>                                       | <b>2,511</b>                                      | <b>\$6,158</b>                              | <b>\$2.45</b>                                      |

Notes:

<sup>1</sup> Employee generation factors from SANDAG Study.

<sup>2</sup> This is the square feet of commercial or industrial building area that generates the need for one new home in the District. Calculated: 1,000 SF \* employees per home / (generation factor per 1,000 SF \* 0.198 employees to live in the District)

<sup>3</sup> Unfunded impact equals total impact per single family home of \$12,320 less the District's average residential developer fee of \$2.45 per square foot \* average home size of 2,240 square feet.

<sup>4</sup> Unfunded impact per square foot equals unfunded impact per home divided by square feet of commercial/industrial building area which create the need for one new home in the District.

#### NEXUS FINDINGS

This section frames the results of Level 1 Fees Justification Report in terms of the nexus requirements pursuant to AB 1600 which is codified in California Government Code § 66000.<sup>3</sup> In general, it must be demonstrated that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new development. The specific nexus requirements and findings for the fees are discussed below and on the following page.

---

<sup>3</sup> Otherwise known as the Mitigation Fee Act.

**IDENTIFY THE PURPOSE OF FEES**

The purpose of the fees is to provide funding for construction and reconstruction of school facilities for new students generated by residential, commercial and industrial development.

**IDENTIFY THE USE OF FEES**

The general purpose of the fees is to fund the construction of additional school facilities as outlined in this Report. The District may need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from residential, commercial and industrial development fees may be used to pay for any of the following:

- Construction or reconstruction of school facilities;
- Acquisition or leasing of land for school facilities;
- Design of school facilities;
- Permit and plan checking fees;
- Testing and inspection of school sites and buildings;
- Furniture for use in new school facilities,
- Purchased or leased interim school facilities;
- Legal and administrative costs associated with providing school facilities to students generated by new development;
- Administration of the justification and collection of developer fees;
- Other miscellaneous costs resulting from student enrollment growth caused by new development.

**DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT ON WHICH THE FEES ARE IMPOSED**

New residential development will cause families to move into the District and will, consequently, generate additional students in the District. As previously discussed, adequate school facilities do not exist for all these students. New residential development, therefore, creates a need for additional school facilities. Therefore, the fee's use (acquiring new facilities) is reasonable related to the type of project (new residential development) upon which it is imposed.

Additionally, new commercial / industrial development will generate new workers to move into the District. Because some of these workers will have school-age children, commercial and industrial development will also generate new students

in the District. As previously mentioned, adequate school facilities do not exist for all of these students. New commercial / industrial development therefore creates a need for additional school facilities.

**DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR PUBLIC FACILITIES AND THE TYPE OF DEVELOPMENT ON WHICH THE FEES ARE IMPOSED**

As discussed in this Report, the District's school facilities are inadequate in that there is a need for additional school facilities. Both existing residents and residents from new development should share in these costs. Therefore, the need for adequate school facilities is reasonably related to the new residential, commercial and industrial development projects upon which it is imposed.

The District has insufficient permanent capacity to house all additional students projected to enroll in the District. New commercial and industrial development will generate new workers to move into the District. Because some of these workers will have school-age children, commercial and industrial development will also generate new students in the District. Since adequate school facilities do not exist for all of these students, new commercial / industrial development therefore creates a need for additional school facilities.

**DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF FEE AND THE COST OF THE PUBLIC FACILITY ATTRIBUTABLE TO THE DEVELOPMENT ON WHICH THE FEE IS IMPOSED**

As outlined in this Report, the cost of school facilities attributable to each new residential housing unit is \$12,320. The District's 60 percent share of the new statutory residential developer fee of \$3.48 per square foot only provides \$4,677 for each new residential unit, mitigating only a small percentage of the impact from new residential construction. Therefore, the residential Level 1 fee is justified at the maximum rate.

The Report also demonstrated that the school facilities costs attributable to commercial and industrial development is \$2.45 per square foot. The new statutory commercial/industrial developer fee of \$0.56 per square foot of new commercial space only mitigates a small percentage of the impact from new commercial and industrial development. Therefore, the Level 1 commercial / industrial fee is justified at the maximum rate except for new "retail self-storage" construction which is justified at the rate of \$0.06 per square foot.

## **APPENDIX B – REQUIREMENTS FOR ADOPTION OF THE NEEDS ANALYSIS**

---

To levy Alternate (“Level 2”) fees, a school district must perform the following tasks:

1. Prepare a Needs Analysis as described by Government Code Section 65995.5.
2. The final Needs Analysis must be made available for public review for a period of at least 30 days.
3. Publish notice of hearing for the Needs Analysis and fee increase in a newspaper of general circulation at least 30 days prior to the hearing.
4. Mail a copy of the Needs Analysis 30 days prior to hearing to any party that has submitted a written request for such copies at least 45 days prior to the hearing.
5. Notify and provide a copy of the Needs Analysis to the local planning and land use agencies at least 45 days prior to the hearing as required by Government Code Section 65232.2.
6. The Governing Board must respond to any written comments received on the Needs Analysis.
7. Conduct a public hearing after the 30-day review period.
8. Pass a resolution adopting the Needs Analysis and Level 2 or Level 3 fee, as applicable.
9. The fees take effect immediately upon adoption and are effective for a period of one year. Level 1 fees take effect 60 days after adoption by the Board.
10. Annually prepare a new Needs Analysis that updates the required elements for the Needs Analysis, including new yield factors from new homes, school costs, capacities and other factors, and repeat the adoption process.

## APPENDIX C – EXISTING SCHOOL BUILDING CAPACITY DETERMINATION

### EXISTING SCHOOL BUILDING CAPACITY

|   | Grade Levels | Permanent Classrooms | Total Portable T. Stations | Maximum 25% Port. T. Stations <sup>1</sup> | Total Teaching Stations | Total Capacity <sup>2</sup> |
|---|--------------|----------------------|----------------------------|--|-------------------------|-----------------------------|
| Fairsite                                  | PreK - K     | 11                   | 14                         | 3  | 14                      | 350                         |
| Greer Elementary                          | K-6          | 8                    | 27                         | 2  | 10                      | 250                         |
| Lake Canyon                               | K-6          | 27                   | 0                          | 0  | 27                      | 675                         |
| Marengo Ranch                             | K-6          | 12                   | 26                         | 3  | 15                      | 375                         |
| River Oaks                                | TK-6         | 12                   | 21                         | 3  | 15                      | 375                         |
| Valley Oaks                               | K-6          | 17                   | 19                         | 4  | 21                      | 525                         |
| <b>Elementary School Total</b>            |              | <b>87</b>            | <b>107</b>                 | <b>15</b>                                  | <b>102</b>              | <b>2,550</b>                |
| Robert L. McCaffrey                       | 7-8          | 34                   | 12                         | 9  | 43                      | 1,161                       |
| <b>Middle School Total</b>                |              | <b>34</b>            | <b>12</b>                  | <b>9</b>                                   | <b>43</b>               | <b>1,161</b>                |
| <b>Classroom Capacity</b>                 |              | <b>121</b>           | <b>119</b>                 | <b>24</b>                                  | <b>145</b>              | <b>3,711</b>                |
| <b>SER Adjustment - Elementary School</b> |              |                      |                            |  |                         | <b>74</b>                   |
| <b>SER Adjustment - Middle School</b>     |              |                      |                            |  |                         | <b>15</b>                   |
| <b>Existing School Building Capacity</b>  |              |                      |                            |  |                         | <b>3,800</b>                |

Notes:

<sup>1</sup> Pursuant to SB50, portable classrooms are included in school capacity calculations for SB50 fees at a rate of 25% times the number of permanent classrooms at the school site.

<sup>2</sup> Capacity is equal to the counted number of total teaching stations times 25 students per station for grades K-6 and 27 students per station for grades 7-12.

## APPENDIX D – BONDING CAPACITY CALCULATION

---

### Assessed Value Calculation

|                                     |                 |
|-------------------------------------|-----------------|
| District Assessed Value (July 2016) | \$2,327,742,947 |
| Maximum Bonding Percentage          | <u>1.25%</u>    |
| District Maximum Bonding Capacity   | \$29,096,787    |

### Outstanding Debt Obligation <sup>1</sup>

|                                       |                    |
|---------------------------------------|--------------------|
| ESD, 2002 G.O. Bond                   | \$258,684          |
| ESD, 2012 G.O. Bond                   | \$6,880,000        |
| Jt. Powers Bond 2008                  | <u>\$7,215,000</u> |
| Total Debt Obligation                 | \$14,353,684       |
| <b>Percentage of Bonding Capacity</b> | <b>49.33%</b>      |

Notes:

<sup>1</sup> Remaining principal amount only.

<sup>2</sup> A CFD Special Tax was approved by the landowners in 1990 with the District receiving a 60% share of the Special Tax.

(THIS PAGE INTENTIONALLY LEFT BLANK)





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> 10/26/16   | <b>Agenda Item: 131.795</b><br>Board Consideration of Approval of Resolution #3 Approving the GJUESD Schools Facilities Needs Analysis and Adoption of Alternative Level 2 School Facilities Fees on Residential Development in Compliance with Government Code Sections 65995.5 and 65995.6 and Making Related Findings and Determinations |
| <b>Presenter:</b> Tom Barentson | <b>Action Item:</b> XX<br><b>Information Item:</b>  |
|                                 |   |

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

Resolution No. 3

Resolution of the Board of Trustees  
Approving the Galt Joint Elementary School District's  
School Facilities Needs Analysis, Adopting Residential School Facilities Fees in  
Compliance with Government Code Sections 65995.5 and 65995.6,  
and Making Related Findings and Determinations

**RESOLVED** by the Board of Trustees (the "Board") of the Galt Joint Union Elementary School District (the "District"), County of Sacramento, State of California, that:

**WHEREAS**, this Board has had a School Facility Needs Analysis ("Needs Analysis") prepared as outlined in Section 65995 of the California Government Code; and

**WHEREAS**, said Need Analysis outlines the shortfall in revenues without levying fees as authorized in Sections 65995.5 and 65995.6 of the Government Code.

**WHEREAS**, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995.5 and 65995.6 on residential development projects in the amount of \$2.75 per square foot.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** as follows:

1. The Board hereby receives and approves the School Facility Needs Analysis, October 2016 as prepared by SCI Consulting Group.
2. Based upon said Needs Analysis, the Board makes the following findings.
  - a.) The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential development in the District.
  - b.) The fees are to be used to finance the construction and reconstruction of school facilities for new students generated by residential development.
  - c.) There is a reasonable relationship between the need for the fees, the use of the fees, and the development projects on which the fees are imposed.
  - d.) There is a reasonable relationship between the amount of the fees and the cost of the facilities attributable to the development projects on which the fees are imposed.
3. The Board hereby finds and determines the necessity to levy the fees authorized in Sections 65995.5 and 65995.6 of the Government Code in the amount of \$2.75 per square foot of new residential development.
4. The imposition of the fees shall take effect immediately.

5. The Superintendent or designee shall notify the City of Galt and the County of Sacramento having jurisdiction over territory within the District and request that no building permits be issued on or after this date without certification from the District that the fees specified herein have been paid.
6. The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 26, 2016 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, was published in a newspaper in accordance with Sections 65995.5 and 65995.6 of the California Government Code and at least 30 days prior to the meeting. A copy of said Needs Analysis was mailed to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees within the period specified by law. Additionally, at least 30 days prior to the meeting the District made available to the public the final Needs Analysis for review.
7. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.

APPROVED, PASSED AND ADOPTED this 26th day of October 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

President, Board of Trustees  
Galt Joint Union Elementary School District

ATTEST:

---

Secretary, Board of Trustees  
Galt Joint Union Elementary School District



Galt Joint Union Elementary School District

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

**Board Meeting Agenda Item Information**

|                                 |  |
|---------------------------------|--|
| <b>Meeting Date:</b> 10/26/16   | <b>Agenda Item: 131.796</b><br>Public Hearing to Consider Resolution #4 Concerning the Approval of the District's School Facility Needs Analysis, Level 1 Fee Justification Report and Adoption of School Facility Fees on Residential, Commercial and Industrial Development Pursuant to Government Code Section 65995 and Education Code Section 17620 |
| <b>Presenter:</b> Tom Barentson | <b>Action Item:</b><br><b>Information Item:</b><br><b>Public Hearing:</b> XX   |

The District currently shares K-12 developer fees with the Galt Joint Union High School District, with the Galt Joint Union Elementary School District collecting 60 percent, or \$2.016 per square foot of residential area and \$0.324 per square foot of new commercial area. These developer fees are subject to a biennial inflationary adjustment in an amount equal to the change in the statewide cost index for class b construction. In January 2016, the State Allocation Board ("SAB") adjusted the statutory limit on "Level 1" K-12 developer fees from \$3.36 to \$3.48 per square foot of residential construction and \$0.54 to \$0.56 per square foot of commercial / industrial construction.

The Level 1 Fee Justification Report ("Report"), which is Exhibit A of the School Facility Needs Analysis, provides justification for the District to levy the maximum K-12 Level 1 developer fees ("fees") on new residential, commercial and industrial construction within the District. The District's 60 percent share of the new Level 1 fee would be \$2.088 per square foot for new residential area and \$0.336 per square foot of new commercial area. However, as justified by the District's School Facility Needs Analysis, the District is also eligible to levy an alternative Level 2 of \$2.75 per square foot on new residential area with 100 percent of the proceeds used to fund K-8 school facilities.

In order to adopt the Level 1 Fee Justification Report and impose the statutory maximum Level 1 fees, the District must conduct a public hearing and adopt Resolution 4 adopting the Report and the Level 1 fees. The Level 1 fees will become effective 60 days after adoption and are effective for two years.

Attachments: Resolution 4

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

### **Resolution No. 4**

#### **A Resolution of the Board of Trustees of the Galt Joint Union Elementary School District Adopting Developer Fees**

**WHEREAS**, under the provisions of Education Code Section 17620 et. seq. and Government Code Section 65995 et seq., a school district's governing board may establish fees to offset the cost of school facilities made necessary by construction following the making of certain findings by the governing board;

**WHEREAS**, Government Code section 65995 limits the fee authorized to \$3.48 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.56 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2) subject to adjustments for inflation determined by the State Allocation Board pursuant to Government Code Section 65995(b)(3);

**WHEREAS**, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995, et. seq. in the amount of \$3.48 per square foot of residential construction; and;

**WHEREAS**, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995 et. seq. on commercial and industrial development projects in the amount of \$0.56 per square foot except for retail self-storage construction which is approved and adopted at \$0.06 per square foot.

**NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Galt Joint Union Elementary School District as follows:**

- 1. Procedure.** The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 26, 2016 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Sections 66004, 66018, and 6062, (a) and in a notice, including a statement that the data required by Government Code sections 66004 and 66018 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant

to the Resolution and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received the Level 1 Fees Justification Report (Appendix A of the School Facility Needs Analysis, October 2016) herein referred to as (“Report”) and attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.

2. **Findings.** The Board has reviewed Exhibit A as it relates to proposed and potential development the resulting school facilities needs, the cost thereof, and the available source of revenue including the fees provided by this Resolution and based thereon and upon all other information, and written and oral presentation to the Board, hereby makes the following findings;
  - a. The present enrollment of students in all the district's existing facilities, when combined with enrollment from projected development in the District, will exceed the current capacity of the District's facilities;
  - b. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for school facilities and/or the need for reconstruction of school facilities;
  - c. Without the addition of new school facilities and/or reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - d. Residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. As a result, conditions or overcrowding exist or will exist within the District, which will impair the normal functioning of the District's educational programs;
  - e. The fees proposed in the Report and implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - f. The fees proposed in the Report and implemented pursuant to this Resolution will be used for the construction and/or reconstruction of school facilities as identified in the Report;
  - g. The uses of the fees proposed in the Report and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that the students who are generated by residential and commercial development will be accommodated by the additional facilities;
  - h. The fees proposed in the Report and implemented pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed in that

residential and commercial development growth generate additional students who rely on education in the District;

- i. The fees proposed in the Report and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - j. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for school facilities caused by development.
  - k. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
- 3. Fee.** Based upon the foregoing findings, the Board hereby implements fees in the amount of \$3.48 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas and to the amount of \$0.56 per square foot for new commercial or industrial construction except for new retail self-storage in the amount of \$0.06 per square foot. No building permit shall be issued absent payment of said fee.
- 4. Fee Adjustments and Limitations.** The fees shall be subject to the following:
- a. The amount of the District's fee shall be reviewed annually to determine if a fee increase according to the inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
  - b. The fees adjusted pursuant to this Resolution do not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential or commercial/industrial development.
  - c. Any development project for which a final map was approved and construction has commenced on or before September 1, 1986, is subject only to the fee, charge dedication or other form requirement in existence on that date and applicable to the project.
  - d. To the extent that the District is collecting fees pursuant to Chapter 407, statutes of 1998, commonly known as Level 2 fees, on any new residential construction, this fee would not apply.
  - e. The term "development project" as used herein is defined by Government Code Section 65928.

- 5. Additional Mitigation Methods.** The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to Level 2 fees (Government Code Sections 65995, 65995.5 and 65995.7 et. seq.), the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et. seq.), mitigation agreements, and other available funding mechanisms as authorized by Government Code Section 65995. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of the land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation.** For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act.** The Board hereby finds the implementation of fees provided by this Resolution is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Education code section 17621(a).
- 8. Commencement Date.** The effective date of this Resolution shall be December 26, 2016, which is at least 60 days following its adoption by the Board.
- 9. Notification of Local Agencies.** The Secretary of the Board is hereby directed to forward copies of this Resolution to the County of San Joaquin and the Galt Joint Union High School District with instructions not to issue any building permit absent a Certificate of Compliance.
- 10. Severability.** If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.



**THE FOREGOING RESOLUTION WAS APPROVED, PASSED AND ADOPTED**  
at a regular Meeting of the Board of Trustees of Galt Joint Union Elementary School  
District on the 26th day of October 2016 by the following vote:

AYE S:  
NOES:  
ABSTAIN:  
ABSENT:

---

President, Board of Trustees  
Galt Joint Union Elementary School District

ATTEST:

---

Secretary, Board of Trustees  
Galt Joint Union Elementary School District



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

|                                 |   |
|---------------------------------|---|
| <b>Meeting Date:</b> 10/26/16   | <b>Agenda Item: 131.797</b><br>Board Consideration of Approval of Resolution #4 Approving the District's School Facility Needs Analysis, Level 1 Fee Justification Report and Adoption of School Facility Fees on Residential, Commercial and Industrial Development Pursuant to Government Code Section 65995 and Education Code Section 17620 |
| <b>Presenter:</b> Tom Barentson | <b>Action Item:</b> XX<br><b>Information Item:</b>  |
|                                 |   |

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

### **Resolution No. 4**

#### **A Resolution of the Board of Trustees of the Galt Joint Union Elementary School District Adopting Developer Fees**

**WHEREAS**, under the provisions of Education Code Section 17620 et. seq. and Government Code Section 65995 et seq., a school district's governing board may establish fees to offset the cost of school facilities made necessary by construction following the making of certain findings by the governing board;

**WHEREAS**, Government Code section 65995 limits the fee authorized to \$3.48 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.56 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2) subject to adjustments for inflation determined by the State Allocation Board pursuant to Government Code Section 65995(b)(3);

**WHEREAS**, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995, et. seq. in the amount of \$3.48 per square foot of residential construction; and;

**WHEREAS**, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995 et. seq. on commercial and industrial development projects in the amount of \$0.56 per square foot except for retail self-storage construction which is approved and adopted at \$0.06 per square foot.

**NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Galt Joint Union Elementary School District as follows:**

- 1. Procedure.** The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 26, 2016 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Sections 66004, 66018, and 6062, (a) and in a notice, including a statement that the data required by Government Code sections 66004 and 66018 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant

to the Resolution and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received the Level 1 Fees Justification Report (Appendix A of the School Facility Needs Analysis, October 2016) herein referred to as (“Report”) and attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.

2. **Findings.** The Board has reviewed Exhibit A as it relates to proposed and potential development the resulting school facilities needs, the cost thereof, and the available source of revenue including the fees provided by this Resolution and based thereon and upon all other information, and written and oral presentation to the Board, hereby makes the following findings;
  - a. The present enrollment of students in all the district's existing facilities, when combined with enrollment from projected development in the District, will exceed the current capacity of the District's facilities;
  - b. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for school facilities and/or the need for reconstruction of school facilities;
  - c. Without the addition of new school facilities and/or reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - d. Residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. As a result, conditions or overcrowding exist or will exist within the District, which will impair the normal functioning of the District's educational programs;
  - e. The fees proposed in the Report and implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - f. The fees proposed in the Report and implemented pursuant to this Resolution will be used for the construction and/or reconstruction of school facilities as identified in the Report;
  - g. The uses of the fees proposed in the Report and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that the students who are generated by residential and commercial development will be accommodated by the additional facilities;
  - h. The fees proposed in the Report and implemented pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed in that

residential and commercial development growth generate additional students who rely on education in the District;

- i. The fees proposed in the Report and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - j. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for school facilities caused by development.
  - k. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
- 3. Fee.** Based upon the foregoing findings, the Board hereby implements fees in the amount of \$3.48 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas and to the amount of \$0.56 per square foot for new commercial or industrial construction except for new retail self-storage in the amount of \$0.06 per square foot. No building permit shall be issued absent payment of said fee.
- 4. Fee Adjustments and Limitations.** The fees shall be subject to the following:
- a. The amount of the District's fee shall be reviewed annually to determine if a fee increase according to the inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
  - b. The fees adjusted pursuant to this Resolution do not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential or commercial/industrial development.
  - c. Any development project for which a final map was approved and construction has commenced on or before September 1, 1986, is subject only to the fee, charge dedication or other form requirement in existence on that date and applicable to the project.
  - d. To the extent that the District is collecting fees pursuant to Chapter 407, statutes of 1998, commonly known as Level 2 fees, on any new residential construction, this fee would not apply.
  - e. The term "development project" as used herein is defined by Government Code Section 65928.

- 5. Additional Mitigation Methods.** The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to Level 2 fees (Government Code Sections 65995, 65995.5 and 65995.7 et. seq.), the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et. seq.), mitigation agreements, and other available funding mechanisms as authorized by Government Code Section 65995. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of the land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation.** For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act.** The Board hereby finds the implementation of fees provided by this Resolution is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Education code section 17621(a).
- 8. Commencement Date.** The effective date of this Resolution shall be December 26, 2016, which is at least 60 days following its adoption by the Board.
- 9. Notification of Local Agencies.** The Secretary of the Board is hereby directed to forward copies of this Resolution to the County of San Joaquin and the Galt Joint Union High School District with instructions not to issue any building permit absent a Certificate of Compliance.
- 10. Severability.** If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.

**THE FOREGOING RESOLUTION WAS APPROVED, PASSED AND ADOPTED**  
at a regular Meeting of the Board of Trustees of Galt Joint Union Elementary School  
District on the 26th day of October 2016 by the following vote:

AYE S:  
NOES:  
ABSTAIN:  
ABSENT:

---

President, Board of Trustees  
Galt Joint Union Elementary School District

ATTEST:

---

Secretary, Board of Trustees  
Galt Joint Union Elementary School District



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

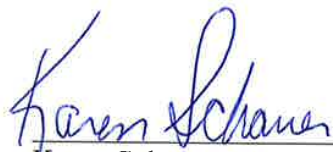
|  |  |
|--|--|
| <b>Meeting Date:</b> 10/26/16  | <b>Agenda Item: 131.798</b><br>Board Consideration of Approval of Galt Elementary Faculty Association (GEFA) and GJUESD Agreement Article XXIV, Term/Living Contract |
| <b>Presenter:</b> Karen Schauer  | <b>Action Item:</b> XX<br><b>Information Item:</b>   |
| <p>The Galt Elementary Faculty Association (GEFA) has ratified an agreement to support a “living contract” as part of an Interest Based Bargaining (IBB) process. This contract language aligns with our school system commitment to continuous improvement as contract area changes or improvements can be addressed more responsively.</p> |  |

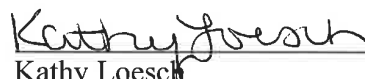


ARTICLE XXIV

TERM/LIVING CONTRACT

- A. This Agreement shall remain in full force and effective from July 1, 2016, up to and including June 30, 2018, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate the Agreement.
- B. The Galt Elementary Faculty Association (GEFA) and the Galt Joint Union Elementary School District (GJUESD) agree that the contract Articles will be considered "living" and issues may be discussed and resolved by the Interest Based Bargaining (IBB) consensus process as they arise during the contract term. Otherwise, either party may reopen compensation and two (2) additional Articles each contract year.
- C. 1. The Communications Committee shall consist of the GEFA President, Vice President and Bargaining Chairperson. This committee shall meet with the Superintendent and/or a designated representative (s) once a month.
2. The Communications Committee and the District representatives can mutually agree to modify the frequency and attendees of the meetings. The district will provide substitute coverage for the affected teachers.

 10/11/16  
\_\_\_\_\_  
Karen Schauer (Date)  
District Superintendent

 10/11/16  
\_\_\_\_\_  
Kathy Loesch (Date)  
GEFA President



## 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> 10/26/16   | <b>Agenda Item: 131.799</b><br>Board Consideration of Approval of Letter of Support from the GJUESD Board of Trustees to Delta College Regarding the Selection of the San Joaquin Delta Community College North County Campus at the Liberty Road Site, South of Galt City Limits |
| <b>Presenter:</b> Karen Schauer | <b>Action Item:</b> XX<br><b>Information Item:</b>  |

The City of Galt, Galt Elementary District and Galt High School District have been working over a multi-year period to support efforts for a community college education center to be developed in Galt. It is the intent of Delta College to submit an action item at their December 13, 2016 meeting to move forward with a North County Campus.

A letter has been prepared for board consideration for approval to convey the importance of Community College Education Center in Galt, California.

In addition a San Joaquin Delta College Study Session is scheduled for November 15, 2016.



# Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax \* [www.galt.k12.ca.us](http://www.galt.k12.ca.us)

October 21, 2016

Dr. Kathy Hart  
President, San Joaquin Delta College  
5151 Pacific Avenue  
Stockton, CA 95207

RE: SUPPORT FOR NORTH COUNTY EDUCATION CENTER – GALT LIBERTY ROAD PROPERTY

Dear Dr. Kathy Hart,

On behalf of the Galt Joint Union Elementary School District, we convey our support for the development of the San Joaquin Delta College Education Center on the property currently owned by the San Joaquin Delta College School District on Liberty Road. This location will greatly benefit our students, staff and parents who seek college and career opportunities closer to home or work. On-going school district community engagement opportunities and partnership activities with your organization underscore our commitment to make this center a success in Galt, California.

GJUESD and Galt community stakeholders demonstrate a strong desire for increased college and career learning opportunities. At the September 8, 2016 College Presidents Forum, over 200 students, parents and community members attended the college and career learning event. The November 2013, 2014 and 2015 Galt Community Education Summits resulted in feedback from over one hundred city, regional and state education leaders, youth, and elected officials. The feedback conveyed needs and ideas for 1.) increasing opportunities or pathways to college through more direct community college opportunities, 2.) increasing vocational career pathways and 3.) facilities partnerships.

For five years, San Joaquin Delta College has provided Early Childhood Education classes at the Fairsite School Readiness Campus in Galt. GJUESD employees, parents, and community members have successfully completed coursework. The student attendance for this coursework has included Galt residents as well as regional students from Calaveras, River Delta, and Elk Grove.

During annual GJUESD Youth Listening Circles, our students express their desire for greater career awareness and expanded learning opportunities. The 2016 Youth Listening Circles included two major student feedback themes 1) desire for active and meaningful learning with career connections and 2) learning options, choice and challenge. A College Education Center in Galt supports their feedback for increased college and career readiness with exciting learning options through increased local community college opportunities.

Ten years ago, GJUESD partnered with San Joaquin Delta College to begin the Passport to College program at 4<sup>th</sup> grade to increase successful entry to college. We continue on this journey with you to support more children and families in achieving their life dreams of college and career. We enthusiastically embrace this opportunity through the development of the San Joaquin Delta College Regional Education Center in Galt, California.

Sincerely,  
Galt Joint Union Elementary School District Governance Team

\_\_\_\_\_  
Kevin Papineau, President

\_\_\_\_\_  
Karen Schauer, Ed.D, Superintendent

\_\_\_\_\_  
Wesley Cagle, Vice-President

\_\_\_\_\_  
Grace Malson, Clerk

\_\_\_\_\_  
John Gordon, Representative

\_\_\_\_\_  
Matthew Felix, Member

---

Karen Schauer, District Superintendent ~ Donna Mayo-Whitlock, Business Services Director  
Claudia Del Toro-Angano, Curriculum Director ~ Thomas Barentson, Educational Services Director

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



## 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> 10/26/16   | <b>Agenda Item: 131.800</b><br>Board Consideration of Approval of BP/AR<br>1312.3 Uniform Complaint Procedures |
| <b>Presenter:</b> Tom Barentson   | <b>Action Item:</b> XX<br><b>Information Item:</b>   |
| <p>This is the second reading of the Uniform Complaint Procedures policy brought to the Board on May 25, 2016.</p> <p>The policy is updated to reflect new laws which authorize the use of uniform complaint procedures to resolve complaints of noncompliance with requirements related to accommodations for lactating students (AB 302, 2015), educational rights of foster youth and homeless students (AB 379, 2015), assignment of students to courses without educational content for more than one week per semester or to courses they have previously completed (AB 1012, 2015), and physical education instructional minutes in elementary schools (AB 1391, 2015).</p> <p>The regulation also reflects provisions of these laws which allow appeals of the district's decision related to these complaints to the California Department of Education and provide that, if any complaint regarding physical education instructional minutes is found to have merit, the district must provide a remedy to all affected students and parents/guardians.</p> |  |

**UNIFORM COMPLAINT PROCEDURES**

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 3555 - Nutrition Program Compliance)*  
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6174 - Education for English Language Learners)*  
*(cf. 6175 - Migrant Education Program)*  
*(cf. 6178 - Career Technical Education)*  
*(cf. 6178.1 - Work-Based Learning)*  
*(cf. 6178.2 - Regional Occupational Center/Program)*  
*(cf. 6200 - Adult Education)*

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

*(cf. 5146 - Married/Pregnant/Parenting Students)*

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

*(cf. 3260 - Fees and Charges)*

*(cf. 3320 - Claims and Actions Against the District)*

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

*(cf. 0460 - Local Control and Accountability Plan)*

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

*(cf. 6173.1 - Education for Foster Youth)*

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

*(cf. 6173 - Education for Homeless Children)*

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

*(cf. 6152 - Class Assignment)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

*(cf. 6142.7 - Physical Education and Activity)*

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

*(cf. 3580 - District Records)*

**Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*Legal Reference: (see next page)*



**UNIFORM COMPLAINT PROCEDURES (continued)**

*Legal Reference:*

EDUCATION CODE

200-262.4 *Prohibition of discrimination*  
222 *Reasonable accommodations; lactating students*  
8200-8498 *Child care and development programs*  
8500-8538 *Adult basic education*  
18100-18203 *School libraries*  
32289 *School safety plan, uniform complaint procedures*  
35186 *Williams uniform complaint procedures*  
48853-48853.5 *Foster youth*  
48985 *Notices in language other than English*  
49010-49013 *Student fees*  
49060-49079 *Student records*  
49069.5 *Rights of parents*  
49490-49590 *Child nutrition programs*  
51210 *Courses of study grades 1-6*  
51223 *Physical education, elementary schools*  
51225.1-51225.2 *Foster youth and homeless children; course credits; graduation requirements*  
51228.1-51228.3 *Course periods without educational content*  
52060-52077 *Local control and accountability plan, especially*  
52075 *Complaint for lack of compliance with local control and accountability plan requirements*  
52160-52178 *Bilingual education programs*  
52300-52490 *Career technical education*  
52500-52616.24 *Adult schools*  
52800-52870 *School-based program coordination*  
54400-54425 *Compensatory education programs*  
54440-54445 *Migrant education*  
54460-54529 *Compensatory education programs*  
56000-56867 *Special education programs*  
59000-59300 *Special schools and centers*  
64000-64001 *Consolidated application process*

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*  
12900-12996 *Fair Employment and Housing Act*

PENAL CODE

422.55 *Hate crime; definition*  
422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

3080 *Application of section*  
4600-4687 *Uniform complaint procedures*  
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1221 *Application of laws*  
1232g *Family Educational Rights and Privacy Act*  
1681-1688 *Title IX of the Education Amendments of 1972*  
6301-6577 *Title I basic programs*  
6801-6871 *Title III language instruction for limited English proficient and immigrant students*  
7101-7184 *Safe and Drug-Free Schools and Communities Act*

*Legal Reference continued: (see next page)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*Legal Reference: (continued)*

UNITED STATES CODE, TITLE 20 (continued)

7201-7283g *Title V promoting informed parental choice and innovative programs*

7301-7372 *Title V rural and low-income school programs*

12101-12213 *Title II equal opportunity for individuals with disabilities*

UNITED STATES CODE, TITLE 29

794 *Section 504 of Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000e-17 *Title VI and Title VII Civil Rights Act of 1964, as amended*

2000h-2-2000h-6 *Title IX of the Civil Rights Act of 1964*

6101-6107 *Age Discrimination Act of 1975*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 *Nondiscrimination on basis of disability; complaints*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy Act*

100.3 *Prohibition of discrimination on basis of race, color or national origin*

104.7 *Designation of responsible employee for Section 504*

106.8 *Designation of responsible employee for Title IX*

106.9 *Notification of nondiscrimination on basis of sex*

110.25 *Notification of nondiscrimination on the basis of age*

*Management Resources:*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Questions and Answers on Title IX and Sexual Violence, April 2014*

*Dear Colleague Letter: Bullying of Students with Disabilities, August 2013*

*Dear Colleague Letter: Sexual Violence, April 2011*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001*

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

**UNIFORM COMPLAINT PROCEDURES**

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 4030 - Nondiscrimination in Employment)*

**Compliance Officers**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

**DIRECTOR OF BUSINESS SERVICES**

(title or position)

1018 C STREET, SUITE 210

(address)

209-744-4545

(telephone number)

tbarentson@galt.k12.ca.us and

business@galt.k12.ca.us

(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program, applicable

**UNIFORM COMPLAINT PROCEDURES** (continued)

processes for investigating and resolving complaints, including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 3260 - Fees and Charges)*

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful

**UNIFORM COMPLAINT PROCEDURES (continued)**

- discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
  - e. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
  - f. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.
  - g. A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:
    - (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
    - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency
    - (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
  - h. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
  - i. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

- j. Copies of the district's UCP are available free of charge.

### **District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

### **Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

**Mediation**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.



## **UNIFORM COMPLAINT PROCEDURES (continued)**

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### **Investigation of Complaint**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

## **UNIFORM COMPLAINT PROCEDURES (continued)**

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

### **Report of Findings**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

### **Final Written Decision**

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant

**UNIFORM COMPLAINT PROCEDURES** (continued)

2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
- b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint
- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

**UNIFORM COMPLAINT PROCEDURES** (continued)

6. Notice of the complainant's right to appeal the district's decision to the CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus

**UNIFORM COMPLAINT PROCEDURES** (continued)

5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a

**UNIFORM COMPLAINT PROCEDURES (continued)**

remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

**Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Regulation  
approved:

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
October 28, 2016



## 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> 10/26/16   | <b>Agenda Item: 131.801</b><br>Public Hearing of Galt Joint Union Elementary School District Sunshine Proposal for Fiscal Year 2015-16 with California School Employees Association:<br>1. Article XV – Transportation<br>2. Article XVII – Professional Growth |
| <b>Presenter:</b> Karen Schauer   | <b>Action Item:</b><br><b>Information Item:</b> XX  |
| <p>At the September 28, 2016 board meeting the district sunshined articles:</p> <ol style="list-style-type: none"><li>1. Article XV – Transportation</li><li>2. Article XVII – Professional Growth</li></ol> <p>The current contract language for transportation and professional growth for classified employees are attached for reference.</p> |   |

ARTICLE XV  
TRANSPORTATION

A. Field Trip – defined as bus use outside of the regular home-to-school run. Bus driver participation is voluntary.

1. Night, weekend, holiday and additional trips not part of an employee's regular route shall be assigned from the volunteer trip roster. This trip roster will be made up of eligible bus drivers who sign up on a volunteer basis before September of each school year. Eligible bus drivers will be placed on the appropriate trip roster (special education or regular) based on the seniority and current route assignment. There shall be two (2) trip rosters. One for regular education field trips and one for weekend field trips. The trip roster shall be posted and maintained on the bus driver bulletin board and the names shall rotate from the greatest seniority to the least seniority the initial pass through the list. After the initial pass through the list by seniority, field trips shall be assigned to the driver with the least amount of accumulated field trips hours. There shall also be one trip list that shall combine special needs field trips and CBI trips. Trips from this list shall be assigned, in rotation only, by seniority. The Special Needs trip list assignments will be subject to special needs vehicle and equipment availability for check out procedures and use. Should special needs vehicles or equipment be unavailable, the regular driver of the special needs vehicle will be assigned to the trip. Eligible bus driver may volunteer to be placed on all three (3) trip lists.

Extra work assignments shall be assigned in rotation by seniority.

2. If a bus driver passes by a trip, he/she shall be charged in the same manner as if he/she had taken the trip and the hours shall be accumulated as if he/she had taken the trip for purposes of assigning future field trips. The only exception shall be if a driver is required to be in attendance at a district required meeting or other related district business.
3. A bus driver will be given at least three (3) workdays advance notice of field trip assignment. Without this advanced notice, it will not be counted as a refusal. When another driver is assigned a trip after this type of refusal, it will count as his/her turn and he/she will be passed on the next available trip he/she would receive.
4. An emergency or short notice trip (less than three (3) workdays advance notice) which has been rejected by a driver up to two (2) hours before departure time or last minute request by school shall be assigned to an available driver on the list.
5. If a trip has been assigned and subsequently canceled, that bus driver shall be assigned the next unscheduled trip.



6. If a trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time the driver is relieved of duties and the time duties resume the following morning.
7. A permanent record of all trip assignments will be maintained and posted in the drivers' lounge for reference.

- B. Kindergarten Routes – Kindergarten routes available because of regular employee absence will be rotated among regular drivers who are not normally assigned a kindergarten route. Kindergarten routes shall be assigned in the same manner as field trips. The initial pass through the list shall be on a seniority basis. After the initial pass through the list, kindergarten routes shall be assigned to the driver with the least amount of accumulated kindergarten route hours.
- C. Bus drivers will be paid for time spent at required safety meetings and other service required to keep up drivers' certificates.
- D. All bus drivers interested in driving the special education equipment shall be given training to pass the proficiency rules for special education equipment.

E. Choice of Routes

1. The District shall determine all regular and Special Ed routes and all bus assignments.
2. Seniority, based upon the driver's original date of hire and continuous service as a bus driver in the classification, shall be the primary factor for first choice for the purpose of assignment of routes and field trips. In the event two (2) or more drivers have the same hire date, the (1) with the greatest number of hours in paid status in the transportation department shall have first choice. If hours in paid status are equal, the decision shall be made by lot. Effective January 1, 2000, there shall be one classification of bus driver.
3. For purposes of this Article, CBI routes shall be considered part of a route assignment.

F. Routes

1. The District shall post the list of routes and assigned buses each year for a minimum of three (3) workdays before the assignments are determined. Posting will occur the week prior to the bid.
2. Information to be posted will include starting and ending time, schools served and the total number of hours to be worked.

3. No route will be assigned more than eight (8) hours per day.
4. If more than one employee applies for summer school work, the most senior employee will be assigned.

G. Bidding

1. Routes will be selected by bid of each individual driver based on seniority.
2. Bidding will be held within one (1) month after the traditional school year begins. If a driver is not present for the route selection, he/she may designate another driver or a CSEA Representative to bid in his/her absence.
3. Vacancies or route changes of thirty (30) minutes or more occurring after initial bidding above will be filled according to the above procedures.

H. Temporary Vacancies

1. When a bus driver is on an extended leave (exceeding ten (10) consecutive workdays), that route will be posted for temporary bid by another qualified district driver currently driving a regular route.
2. The route will be posted, as soon as practical, but not later than the first five (5) days of vacancy, for not less than three (3) workdays. Any qualified driver may submit a bid during the posted time. Selection will be determined by seniority.
3. Upon the absent driver's return from leave, the "temporary" driver shall return to his/her original route.
4. The driver will begin operation of the temporary assignment within three (3) work days after receiving the assignment.
5. If the regular driver returns to work for less than then (10) working days, the temporary driver will return to the temporary route without it being posted.
6. Permanent drivers may bid on a temporary vacancy a maximum of three (3) times each year.
7. A temporary route that remains unassigned on the bid closure date will be placed in an "open" second posting status for eligible permanent staff to bid.

I. Training & Qualifications

1. All drivers who bid and are assigned a regular route, shall be required to demonstrate the ability to safely drive all regular buses.
2. All drivers who bid and are assigned a special education route shall be required to demonstrate the ability to safely drive all Special Ed. buses and operate special equipment such as wheelchair lifts, ramps, or wheelchair tie down.
3. All drivers are responsible to maintain all necessary credentials and keep them current.
4. The Transportation Supervisor shall determine and schedule all training and inservice, and determine bus driver proficiency.

## ARTICLE XVII

### PROFESSIONAL GROWTH PROGRAM

#### A. Purpose of Program

1. The Professional Growth Program is designed to improve the job performance of classified employees and to provide training to gain new skills, abilities and education that enhance career development.

#### B. Professional Growth Incentive Plan

1. The District shall offer all unit members a professional growth incentive plan. The plan shall provide incentive pay for unit members who attend approved professional growth educational trainings and courses. The plan shall be voluntary.

#### C. Eligibility

1. All permanent or part-time classified employees are eligible to enter the Professional Growth Incentive Program.

#### D. Criteria for the Program

1. The studies can be related to present or future job considerations.
2. The studies shall be in skilled areas of technical, academic, communications, interpersonal/personal growth, safety/first aid and inservice training.
3. Credit can be earned in college courses, including on-line courses, business courses, adult education, seminars, conferences, correspondence course, trade schools and CSEA leadership trainings.
4. Only one correspondence course shall be approved toward the 15 units requirement.
5. Courses must be completed to receive credit, with a passing grade of a "C" or better.

- E. The point system will be used to determine if a unit member will receive an award/ bonus. To qualify for Professional Growth Incentive Award, the unit member must complete 15 units. This will be set in terms of college units or its equivalent. In the case of non-unit studies, hours will be used to determine units. The standard of 15 hours of participation will equal one unit.

- F. Courses may be counted one time only for professional growth credit. Courses in progress at the end of one fiscal year may be carried over to another year.
- G. Unit members completing a professional growth plan shall receive a one time award/bonus of 5% of their annual salary, during the declaration year. Limited to 4 times maximum.
- H. A Declaration of Intent to complete the units must be submitted to the District by February 15<sup>th</sup>, prior to the year in which an award/bonus will be paid.
- I. No more than one Professional Growth Incentive Award will be granted in any year.
- J. In order to obtain credit for approved completed coursework unit members need to submit (1) one of the following, by September 1<sup>st</sup> of the declaration year:
  - 1. Official transcripts
  - 2. Certificate verifying the number of hours completed, including dates of attendance.
- K. Unit members interested in taking advantage of the program must obtain prior approval from their supervisor and the Superintendent/Designee.
- L. If a unit member voluntarily terminates employment with the District for any reason and is subsequently reemployed, he or she shall not be entitled to professional Growth Incentive Awards that total more than a maximum of four awards during all years of employment.
- M. Unit members returned to employment following a layoff or return employment pursuant to Education Code sections 45192 or 45195 (rehire following disability) shall be entitled to reinstatement of all earned professional growth increments.
- N. Professional growth activities occurring prior to an employee's beginning employment/reemployment with the District shall not be credited in this program.



## 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> 10/26/16   | <b>Agenda Item: 131.802</b><br>Board Consideration of Approval of Galt Joint Union Elementary School District Sunshine Proposal for Fiscal Year 2015-16 with California School Employees Association:<br><ol style="list-style-type: none"><li>1. Article XV – Transportation</li><li>2. Article XVII – Professional Growth</li></ol> |
| <b>Presenter:</b> Karen Schauer | <b>Action Item:</b> XX<br><b>Information Item:</b>  |
|                                 |   |



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**

|  |  |
|--|--|
| <p><b>Meeting Date:</b> 10/26/16</p>   | <p><b>Agenda Item: 131.803</b><br/>         Board Consideration of Approval of Resolution #5<br/>         Ordering the Reduction of 12 Months to 11<br/>         Months of the Bilingual Office Assistant for<br/>         Special Programs Position</p> |
| <p><b>Presenter:</b> Tom Barentson</p>   | <p><b>Action Item:</b> XX<br/> <b>Information Item:</b></p>  |
| <p>The resolution supports the reconfiguration of the work schedule of the Bilingual Office Assistant for Special Programs (BOA) position at the Fairiste School Readiness Center. The District's reconfiguration of the work year includes no reduction in total hours. The changes are in the best interest of the program and employee.</p> <p><u>Bilingual Office Assistant (BOA) for Special Programs</u><br/>         Current 12 month position: 247 days x 6 hours = 1,482 hours<br/>         Proposed 11 month position: 212 days x 7 hours = 1,484 hours<br/>         Total Reduction: No reduction in total hours (2 additional total hours)</p> |  |

GALT JOINT UNION SCHOOL DISTRICT

RESOLUTION #5

RESOLUTION ORDERING THE REDUCTION of 12 MONTHS to 11 MONTHS

WHEREAS, the Galt Joint Union School District has determined that District program needs no longer necessitates twelve (12) month service of the following position and

WHEREAS, Section 45117 of the Education Code requires forty five (45) days notice of layoff to affected employees,

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Galt Joint Union School District that the Bilingual Office Assistant (BOA) for Special Programs position shall have a reduction in the work year, with no decrease in total hours worked, effective December 1, 2016.

BE IT FURTHER RESOLVED that the Administration is directed to identify individual employees who by virtue of seniority must be laid off and give such persons appropriate notice of that layoff and of their reemployment rights.

PASSED AND ADOPTED on October 26, 2016, at the Regular Board meeting of the Board of Education, at Galt City Hall Council Chamber by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

I hereby declare under penalty of perjury that the foregoing Resolution was duly introduced, passed and adopted at the time and place noted and by vote stated.

---

Karen Schauer  
Secretary of the Board of Education





## 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> 10/26/16   | <b>Agenda Item: 131.804</b><br>California School Employees Association (CSEA) Sunshine Proposal for Fiscal Year 2015-16 with Galt Joint Union Elementary School District |
| <b>Presenter:</b> Karen Schauer | <b>Action Item:</b><br><b>Information Item:</b> XX   |

The California School Employees Association (CSEA) and its local Galt Chapter 362 have submitted their Reopener Sunshine Proposals for six contract articles:

- Article VI CSEA Rights
- Article V Hours and Overtime
- Article X Transfers
- Article XVIII Fringe Benefits
- Article XIX Wages
- Article XXI Disciplinary Action



AFL-CIO

**California  
School  
Employees  
Association**

8217 Auburn Boulevard  
Citrus Heights, CA 95610

(916) 725-1188

(800) 582-7314

FAX: (916) 725-3733

[www.csea.com](http://www.csea.com)

Member of the AFL-CIO

*The nation's largest  
independent classified  
employee association*

©2016

Sent via Facsimile (209) 745-5415 and U.S. Mail

October 21, 2016

Karen Schauer, Superintendent  
Galt Joint Union Elementary School District  
1018 C St, Suite 210  
Galt, CA 95632

**RE: CSEA Public Notice Letter – Successor Proposal 2016/2017**

Dear Superintendent Schauer:

Pursuant to Government Code Section 3547, the California School Employees Association, and its Galt Joint Union Elementary School District Chapter #362 (CSEA) hereby present its successor for the 2016/2017 year as follows:

- **Article VI CSEA Rights:** CSEA proposes to add language to create a new employee orientation for bargaining unit members and language to include a CSEA representative on interview panels.
- **Article V Hours and Overtime:** CSEA intends to negotiate contracts for summer school hours and add language to clarify that members can hold two positions as long as the regularly scheduled hours do not conflict. Add language that entitles members to additional hours when a member of the same classification is on temporary leave.
- **Article X Transfers:** CSEA proposes the District seek volunteers before effectuating an involuntary transfer.
- **Article XVIII Fringe Benefits:** CSEA proposes the District pay a percentage contribution to insurance plans and increase the cash in lieu amount.
- **Article XIX Wages:** CSEA intends to negotiate a fair and equitable salary increase and to add language to maintain percentages between ranges and steps on the salary schedule. CSEA will also propose an increase to longevity amounts and other adjustments and re-classifications studies for represented classifications.
- **XXI Disciplinary Action:** CSEA proposes the addition of progressive discipline steps.

*Our mission: To improve the lives of our members, students and community.*

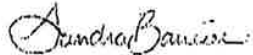
Karen Schauer, Superintendent  
October 21, 2016  
Page 2

In order to comply with public notice requirements, please present CSEA's Initial Proposal at the next scheduled School Board Meeting. After completion of public notice requirements by CSEA and the District, CSEA is prepared to meet and begin negotiations.

If there are any questions regarding this notice, please feel free to contact me at (916) 727-7352 or sbarreiro@cscsa.com.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Sandra Barreiro  
Labor Relations Representative

c: Field Director; Area A Director; Regional Representative #72; Chapter President #362;  
SLRR Kirby; File