

# Galt Joint Union Elementary School District Board of Education

*“Building a Bright Future for All Learners”*

**Regular Board Meeting**  
**January 26, 2022**  
**6:00 p.m. Closed Session**  
**7:00 p.m. Open Session**

**Teleconference Link via Zoom**  
Please click the link below to join the webinar:  
<https://galt-k12-ca.zoom.us/j/85462642251>  
Or One tap mobile :  
US: +16699006833,,85462642251# or  
+13462487799,,85462642251#  
Or Telephone: 408-638-0968  
Webinar ID: 854 6264 2251

## AGENDA

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THIS MEETING IS BEING HELD PURSUANT TO ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO DIRECTING ALL PUBLIC MEETINGS IN THE COUNTY TO OCCUR VIRTUALLY UNTIL FURTHER NOTICE AND ENCOURAGING WORKPLACES TO CONDUCT MEETINGS REMOTELY AS BUSINESS NEEDS PERMIT

DATE OF ORDER: January 6, 2022

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

- *Public comment via Zoom teleconference by notifying the board meeting assistant through the chatbox feature in Zoom (please include agenda item topic) or by using the raised hand feature in Zoom during the agenda item to be addressed. You will be identified by your Display Name in Zoom when called upon to speak.*
- Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item.
- Public comments emailed to [superintendent@galt.k12.ca.us](mailto:superintendent@galt.k12.ca.us) 24 hours before the board meeting will be posted on the GJUESD website with the agenda. E-mail public comment is limited to 450 words.
- The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.

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Board of Education Meetings are recorded.

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**A. 6:00 p.m. – Closed Session Location: Video Teleconference**

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

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Gov. Code, §54956.9, subd. (d)[(2) or (3)]:
  - One matter
2. STUDENT MATTER, Education Code §48918
  - Stipulated Expulsion #21/22-1

3. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees

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

**D. Board Meeting Protocol**

**E. Reports**

Superintendent Report

1. COVID-19 Pandemic Status and Implications for Schools, Staff, and Operations

LCAP GOAL 1

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

1. Kids Discover Educator of the Month; Kathy Lucchesi
2. 2022-2023 School Registration
3. Dual Language Immersion Program

LCAP GOAL 2

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

1. Food and Nutrition Services

OTHER REPORTS

1. School Services of California Governor's Budget Workshop for 2022-23
2. Williams Uniform Complaint Process (UCP) Quarter 2 Report

**F. Routine Matters/New Business**

**212.264 Consent Calendar**

a. Approval of the Agenda

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

- 1) The Board, by a majority vote of the 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 preceding meeting, the item was continued to this meeting.

MOTION

b. Minutes

- December 13, 2021 Annual Organizational Meeting

c. Payment of Warrants

- Vendor Warrant Numbers: 22323067-22323104; 22323648-22323667; 22324422-22324467; 22325144-22325161; 22326796-22326889; 22328170-22328221
- Certificated/Classified Payrolls Dated: 12/10/21, 01/01/22, 01/10/22, 01/14/22

d. Personnel

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

e. Donations

f. Master Contract for Non-Public Schools and Agencies: The Stepping Stones Group

<b>212.265</b>	Consent Calendar (Continued) – Items Removed for Later Consideration	MOTION
<b>212.266</b>	Board Consideration of Approval of Stipulated Expulsion Case #21/22-1 Recommendation	MOTION
<b>212.267</b>	Board Consideration of Approval of Resolution No. 9 Supporting Personal Belief Exemptions Related to the COVID-19 School Vaccine Mandates	MOTION
<b>212.268</b>	Board Consideration of Approval To Re-Open Fairsite Elementary Due to Implementation Of Universal Transitional Kindergarten (UTK) And Establishment Of New County District School (CDS) Code	MOTION
<b>212.269</b>	Board Consideration of Resolution No. 10 Accepting Final Completion of Contract for Greer Elementary HVAC Upgrades and Roof Replacement S&B James Construction Management Company	MOTION
<b>212.270</b>	Board Consideration of Approval of Cooperative Agreement Between GJUESD and Turning Point Community Programs	MOTION
<b>212.271</b>	Board Consideration of Approval of 2021-2022 School Accountability Report Cards (SARCs) for Lake Canyon Elementary, Marengo Ranch Elementary, River Oaks Elementary, Valley Oaks Elementary, Vernon E. Greer Elementary, and McCaffrey Middle School	MOTION
<b>212.272</b>	Board Consideration of Approval of Tentative Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) Regarding 2021-2022 Article XVIII Salary, and Related Items	MOTION
<b>212.273</b>	Board Consideration of Approval of the following GJUESD Board Policies (BP) and Administrative Regulations (AR): <ul style="list-style-type: none"> <li>1. BP 3516.5 Emergency Schedules</li> <li>2. BP4131 Staff Development</li> </ul>	MOTION

3. BP 6120 Response to Instruction and Intervention
4. BP/AR 6164.4 Identification and Evaluation of Individuals for Special Education
5. BP/AR 6164.41 Children with Disabilities Enrolled by their Parents in Private School
6. BP/AR 6164.5 Student Success Teams
7. BP/AR 4112.42 Drug and Alcohol Testing for School Bus Drivers

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|----------------|---|------------------|
| <b>212.274</b> | First Reading of GJUESD Board Policies (BP) and Administrative Regulations (AR):  | FIRST<br>READING |
|                | <ol style="list-style-type: none"> <li>1. BP/AR/E(1)(2) 1312.3 Uniform Complaint Procedures</li> <li>2. BP/AR 4119.11 Sexual Harassment</li> <li>3. AR/E 4119.12 Title IX Sexual Harassment Complaint Procedures</li> <li>4. BP/AR 5145.3 Nondiscrimination/Harassment</li> <li>5. BP/AR 5145.7 Sexual Harassment</li> <li>6. AR/E 5145.71 Title IX Sexual Harassment Complaint Procedures</li> </ol> |                  |

<b>212.275</b>	Board Consideration of Approval of Revised 2021-2022 School Calendar	MOTION
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<b>212.276</b>	Board Consideration of Approval of 2022-2023 School Calendar	MOTION
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**G. Public Comments** for topics not on the agenda  
*Public comment is limited to three minutes or less pending Board President approval.*

- H. Pending Agenda Items**
1. School District Properties
  2. District Communications

The next regular meeting of the GJUESD Board of Education: February 23, 2022  
 Board agenda materials are available for review at the address below.

Galt Joint Union Elementary School District  
 1018 C Street, Suite 210  
 Galt, CA 95632



Revised January 21, 2022

Galt Joint Union Elementary School District  
**BOARD MEETING PROTOCOL**

**SESSION INTRODUCTION**

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

**PUBLIC COMMENT**

1. Public comments are three minutes per agenda item.
2. The Board shall limit the total time for public comment for each agenda item to 20 minutes.
3. With Board consent, the Board President may increase or decrease the time allowed for public comment.
4. To make a public comment via Zoom teleconference, notify the board meeting assistant through the chatbox feature in Zoom (please include agenda item topic) or by using the raised hand feature in Zoom during the agenda item to be addressed. You will be identified by your Display Name in Zoom when called upon to speak.

**Email Public Comment**

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

**BOARD VOTE AND CONNECTIVITY**

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

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





## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item:</b> Reports
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> <b>Information Item:</b> XX

Superintendent Report

1. COVID-19 Pandemic Status and Implications for Schools, Staff, and Operations

LCAP GOAL 1

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

1. Kids Discover Educator of the Month; Kathy Lucchesi
2. 2022-2023 School Registration
3. Dual Language Immersion Program

LCAP GOAL 2

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

1. Food and Nutrition Services

OTHER REPORTS

1. School Services of California Governor’s Budget Workshop for 2022-23
2. Williams Uniform Complaint Process (UCP) Quarter 2 Report



## SUPERINTENDENT REPORT

### 1. **COVID-19 Pandemic Status and Implications for Schools, Staff, and Operations**

January 2022 has been hit hard by COVID-19. School systems and learning have been disrupted across the nation. Recent impacts of COVID-19 on Galt Joint Union Elementary School District:

- 15%-22% of students absent daily
- 11%-15% of staff absent daily
- Principals and Teachers on Special Assignment (TOSA) subbing in classrooms
- Closed multiple preschool classrooms and two elementary Special Education classroom
- Canceled a bus route the week of January 18th
- Canceled large student assemblies
- Moved from in-person to Zoom meetings with staff
- Increased COVID-19 testing at all school locations
- Distributed at-home COVID-19 testing kits to families
- Provided N95 face masks for all staff

Sacramento County Superintendents have been meeting on a regular basis and working in collaboration with Sacramento County Public Health (SCPH). The district follows SCPH *COVID-19 Symptom and Quarantine Decision Forest for K-12 Schools*. Following SCPH, there are no plans to close schools, churches, or businesses in the county.

Attached: Public Health Order



**ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO  
DIRECTING ALL PUBLIC MEETINGS IN THE COUNTY TO OCCUR  
VIRTUALLY UNTIL FURTHER NOTICE AND ENCOURAGING  
WORKPLACES TO CONDUCT MEETINGS REMOTELY AS BUSINESS NEEDS  
PERMIT**

**DATE OF ORDER: January 6, 2022**

**BACKGROUND**

The rapid emergence of the highly transmissible COVID-19 Omicron variant coupled with holiday gatherings has led to unprecedented COVID-19 case rates in Sacramento County. On December 30, 2021, there were 1,917 new COVID-19 cases reported in Sacramento County, which is 51.3% higher than the highest episode date of the winter surge of 2020 (1,267; December 14, 2020). Sacramento County's COVID-19 case rate on January 4, 2022 reached an all-time high level of 80.3 per 100,000 residents.

While data on the Omicron variant is still emerging, it has quickly become the dominant variant in the United States. The high case rates in our region are projected to impact capacity in Sacramento County hospitals.

All individuals in Sacramento County, especially those who are unvaccinated or not up-to-date with their vaccination (boosted, if eligible) and those at higher risk of severe outcomes from COVID-19, should take personal measures to reduce their risk of acquiring COVID-19. In addition to existing COVID-19 mitigation measures, including vaccination and face coverings, additional actions can help limit the likelihood of COVID-19 transmission in workplaces and public settings.

This Order is necessary to control and reduce the rate of community spread and to reinforce the need for safe interactions. The Health Officer will continue to assess the public health situation as it evolves and will reevaluate the need for this Order no later than February 1, 2022. The Health Officer may modify this Order, or issue additional Orders related to COVID-19, as changing circumstances dictate.



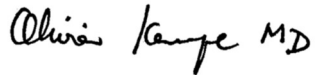
## **ORDER**

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, 120175, AND 120220, THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO ("HEALTH OFFICER") HEREBY ORDERS AS FOLLOWS:

1. This Order **shall become effective January 6, 2022 at 8:00 a.m.** and will continue to be in effect until rescinded or amended in writing by the Health Officer.
2. The July 29, 2021 Order of the Health Officer directing all individuals in Sacramento County to wear face coverings indoors in workplaces and public settings remains in place and is unaffected by this Order.
3. All public boards, councils, commissions, and other similar bodies shall suspend in-person public meetings and conduct all meetings virtually. Affected bodies shall ensure opportunities for virtual public participation and compliance with the Brown Act and all other relevant statutes.
4. Employers and businesses shall consider conducting meetings remotely and take other measures as necessary to reduce transmission risk as much as business needs will permit.
5. Employers and businesses subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) and/or the Cal/OSHA Aerosol Transmissible Diseases Standards should consult the applicable regulations for additional requirements. The ETS allow local health jurisdictions to mandate more protective measures.
6. All State orders and guidance documents referenced in State orders are complementary to this Order. By way of this Order, the Health Officer adopts such directives as orders as well. Where a conflict exists between a local order and any State public health order related to the COVID-19 pandemic, the most restrictive provision controls pursuant to, and consistent with, California Health and Safety Code § 131080.
7. **Copies of Order.** Copies of this Order shall promptly be: (1) made available at the County Administration Building at 700 H Street, Sacramento 95814, First Floor; (2) posted on the Sacramento County COVID-19 website (COVID19.saccounty.net) and County Health Department's website (dhs.saccounty.net/PUB); and (3) provided to any member of the public requesting a copy of this Order.

8. **Severability.** If any provision of this Order or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

**IT IS SO ORDERED:**



Olivia Kasirye, MD, MS  
Health Officer of the County of Sacramento

Dated: January 6, 2022



### LCAP GOAL 1

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

#### 1. Kids Discover Educator of the Month: Kathy Lucchesi

*Lois Yount, Superintendent*

Kids Discover recognizes and honors amazing teachers in their community. Their *Educator of the Month* for October was Kathy Lucchesi, Lead Home Learning Academy Teacher. Kids Discover recognized Ms. Lucchesi for her implementation of the program with her students.

Ms. Lucchesi has collaborated with Kids Discover to ensure students receive quality online experiences. Her students use the program regularly and access all the online tools such as text to speech and Discover Map.

#### 2. 2022-2023 School Registration

*Lois Yount, Superintendent and Donna Whitlock, Educational Services Director*

Registration for 2022-23 opened on Tuesday, January 18. Parents can register online, print the application packet from the website or pick up applications at any school or district office. Enrollment in Transitional Kindergarten (TK) requires that a child be 5 years old between September 2, 2022, and February 2, 2023. With the expansion of Universal TK, all 4-year-olds will be eligible to attend TK by 2025.

#### 3. Dual Language Immersion Program

*Donna Mayo-Whitlock, Educational Services Director*

In 2017, the District began to explore transitioning from the current bilingual program (serves only Spanish-speaking students in grades TK-3) to a PreK-8 dual immersion model that would serve both English and Spanish speaking students.

Planning momentum was created with grant funding used for teacher professional development and increasing enrollment & parent participation in prekindergarten. In October, school district employees and parents completed a Dual Immersion Survey, and a DLI Feasibility Report was presented at the December 13, 2021, Board of Education meeting.

Beginning with the 2022-23 school year, if there is sufficient parent interest, GJUESD plans to move forward with Dual Language Immersion starting at the Preschool and Transitional Kindergarten (TK) levels at the Fairsite campus.

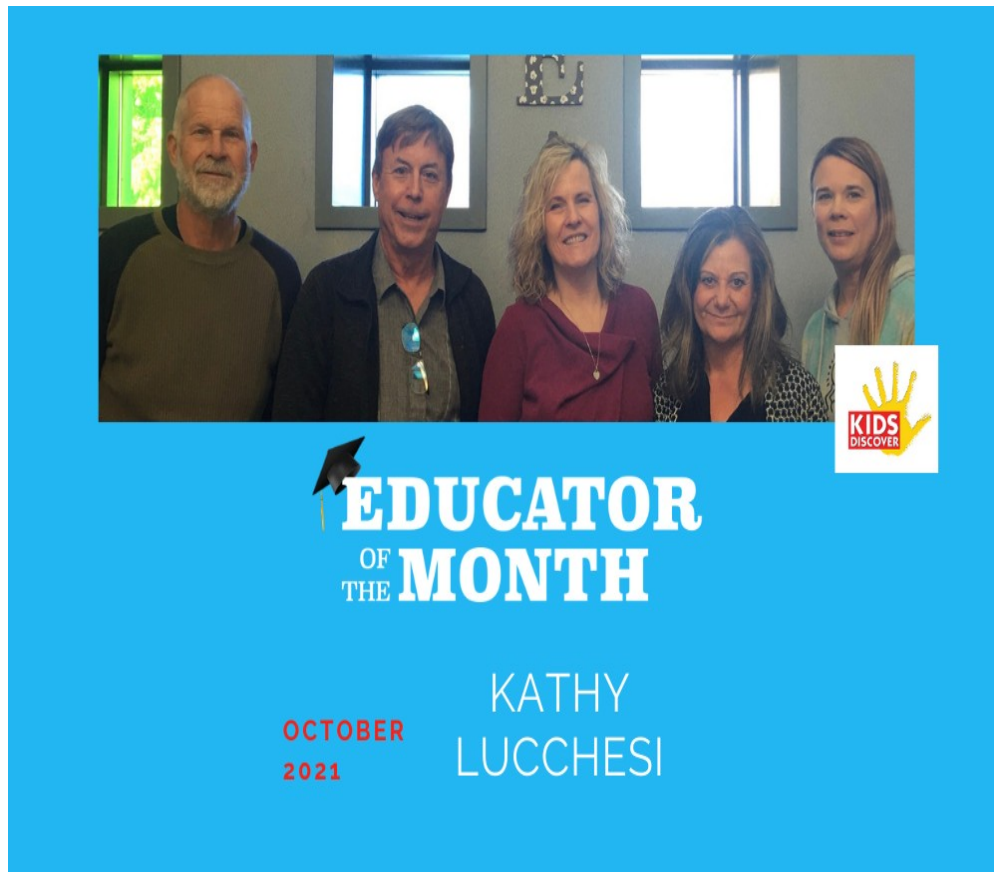
The first DLI Parent Information Nights will be via Zoom at 5:00 p.m., with the English scheduled for Tuesday, February 1, and the Spanish session on February 3. Additional information meetings will be held, and enrollment in the DLI Pre-K program will begin on March 1.

The Board Packet includes the Frequently Asked Questions that will be reviewed at the first informational meeting.

# Educator of the Month: Kathy Lucchesi

October 28, 2021 (<https://kidsdiscover.com/teacherresources/educator-of-the-month-kathy-lucchesi/>) by Kids Discover

Kids Discover loves our teachers! We are continuing our goal to honor the amazing educators within our community with another installment of **Educator of the Month**. For October, I'm so happy to introduce Kathy Lucchesi. She is pictured here (center) with her incredible teammates, who also use Kids Discover alongside her!



## What has your teaching career looked like?

My teaching career has been dynamic! I have taught every grade level, served as a Tech TOSA (Teacher on Special Assignment) for the district, and this year I am the lead teacher in the Academy resulting from Assembly Bill 130.

## Where do you teach now and what grade/subject?

This year I am at an elementary school and I teach 6,7 and 8. I also support all the other teachers that teach the other grades.

**How has your teaching experience changed in recent years?**

In the past few years, I have been the math chair at the middle school. In the middle school, I was able to develop a partnership with Washington University and NASA. My students were able to grow the same plants as those on the International Space Station.

**When did you add Kids Discover to your classroom routine?**

Last year, I added Kids Discover to my routine when I taught science to the 7th and 8th graders in the virtual school. It was a wonderful opportunity to use my Biology credential and inspire a love of science with my students.

**What do your students think of Kids Discover?**

My students like Kid’s Discover online for its ease of use. My students like being able to use the tools of text to speech and the dictionary tool.

**What is your favorite feature or aspect of Kids Discover?**

The Discover Map is by far my favorite tool on Kid’s Discover! It is a wonderful tool to reinforce Executive Function by visually showing the connections between concepts.

**What are your hopes for the future of education?**

That students have access to the best educational resources. The breadth of data and tools developed through the pandemic has opened up more opportunities to receive a personalized education.



About the author

Kids Discover For over 25 years, we’ve been creating beautifully crafted nonfiction products for kids. With a specialty in science and social studies, our team of talented writers, award-winning designers and illustrators, and subject- experts from leading institutions is committed to a single mission: to get children excited about reading and learning.



Galt Joint Union Elementary School District  
1018 C Street, Suite 210, Galt CA 95632 | 209-744-4545

# School Registration 2022-2023

## Enrollment and Eligibility

Registration for the 2022-2023 school year begins at 8:00 a.m. on [Tuesday, January 18, 2022](#).

Online Registration at: [https://ca-galt.edupoint.com/PXP2\\_OEN\\_Login.aspx](https://ca-galt.edupoint.com/PXP2_OEN_Login.aspx)

Registration packets can be picked up at any school site or [downloaded here](#). Registrations will be time-stamped and dated.

- Enrollment in Kindergarten requires that a child be 5 years of age on or before September 1, 2022.
- Enrollment in Transitional Kindergarten requires that a child be 5 years of age between September 2, 2022 and February 2, 2023.
- **Tentatively: Transitional Kindergarten for all students will be at Fairsite School Readiness Center at 902 Caroline Street, Galt**

## Registration Priority and Placement – PLEASE NOTE

GJUESD cannot guarantee placement for every child at their home school if excessive enrollment exists. There is a possibility that your child may be reassigned to another GJUESD school. Priority will be given to completed registrations based on the order returned after Registration begins.

## Records Needed for Enrollment

### 1. Proof of Residency

*Under Education Code section 48204.1, the following documents establish proof of residency in an attendance zone:*

- Property tax payment receipts;
- Rental property contract, lease, or payment receipts;
- Utility service contract, statement, or payment receipts;
- Pay stubs;
- Voter registration;
- Correspondence from a government agency; or
- Declaration of residency executed by the parent or legal guardian of the pupil.

### 2. Proof of Age

*Under Education Code section 48002, the following documents establish age:*

- Certified copy of a birth record;
- Statement by the local registrar or a county recorder certifying the date of birth;
- Baptism Certificate;
- Passport; or
- Affidavit of the parent, guardian, or custodian of the minor

### 3. Immunization Record (immunization requirement attached)

## Kindergarten and First Grade Dental Screenings

California Law requires dental screening by May 31 of a student's first year of public school, Kindergarten, or first grade. The screening must be done by a licensed dentist or other licensed or registered dental health professional within 12 months of enrollment.

Fortunately, GJUESD has local dentists that perform oral health assessments for students. The district dentist will complete the required assessment if you sign and return Section 1 of the attached form. If you would like your dentist to complete this assessment, have your dentist complete Section 2. To be excused from this requirement, please complete Section 3.

## Physical Exam

Kindergarten and First Grade Physical Exam: State law requires that for each child enrolling in the first grade, the parent or guardian must present a certificate signed by a physician, verifying that the child has received a physical examination within the last 18 months.

# Galt Joint Union Elementary School District

## *Spanish/English Dual Language Immersion (DLI) Frequently Asked Questions (FAQ)*

### **Introduction**

In 2017, the District began to explore transitioning from the current bilingual program (serves only Spanish-speaking students in grades TK-3) to a PreK-8 dual immersion model that would serve both English and Spanish speaking students.

Planning momentum was created with grant funding that was used for teacher professional development and increasing enrollment & parent participation in prekindergarten. A Dual Immersion Survey was completed by school district employees and parents in October and a DLI Feasibility Report was presented at the December 13, 2021 School Board meeting.

Beginning with the 2022-23 school year, GJUESD plans to move forward with Dual Language Immersion starting at the Preschool and Transitional Kindergarten (TK) levels at the Fairsite campus. The DLI program will expand to Valley Oaks beginning in Kindergarten in 2023-24 and a new grade level will be added each year thereafter. McCaffrey Middle School will continue the DLI implementation beginning in the 2030-31 school year.

Here are the links to the [DLI Feasibility Report](#) and [DLI Survey Presentation](#).

### **1. What is dual language immersion?**

The focus of dual language immersion programs is to help students become proficient in the target language while mastering subject content across all disciplines. In immersion programs, language is not taught as a subject, it is the medium in which core instruction is delivered.

Research shows the most effective way for children to acquire a second language is to integrate instruction into the standard curriculum children are already learning. Furthermore, students in immersion classrooms outperform students in traditional language classes, do as well as or better than non-immersion students on standardized tests and have a greater appreciation of cultural diversity.

### **2. What are the benefits of language immersion programs for students?**

Beyond achieving high proficiency in biliteracy and bilingual skills, research shows immersion students outperform native English-speaking classmates on standardized tests and have enhanced cognitive skills. Students also gain



interpersonal skills, including increased cultural sensitivity, and are prepared for a global society and marketplace. Being able to communicate and excel academically in two languages also gives students greater self-esteem and a sense of accomplishment.

**3. What is a 90:10 model of dual language immersion programs?**

The first number in the ratio indicates the percentage of time in the classroom that is spent teaching in the target language of Spanish. The second number refers to the percentage of time spent teaching in English. In 90:10 models, the instructional time for the target language decreases each year until there is a 50:50 ratio by the end of the PreK-6 program. Typically, the 90:10 model is recommended for populations of primarily English-speaking students because those students have significant exposure to English outside of school. The 90:10 model has also been shown to create higher levels of bilingualism.

Grade	Target Language (Spanish)	English
Preschool/TK	90%	10%
Kinder	90%	10%
First	80%	20%
Second	70%	30%
Third	60%	40%
Fourth - Sixth	50%	50%
Seventh - Eighth	Maintenance	20-40%

**4. Do English learners (non-native English-speakers) get enough English instruction in a 90:10 model?**

English time must be carefully defined and implemented. High quality curriculum and instruction are essential. Research shows that when programs are fully implemented according to the program design, English learners in 90:10 models score as well as or better than their peers in other programs in English tests. (Lindholm-Leary, (2001) *Dual Language Education*, Multilingual Matters LTD)

**5. Who is eligible for the program?**

There are no specific criteria for students except parental choice. Research shows that immersion education can be effective for a wide variety of learners, including academically/intellectually gifted students, non-native English speakers, students with some exceptionalities and students from varying socioeconomic backgrounds. Students with special education needs or learning disabilities are eligible to participate; and decisions should be made on an individual basis especially if the native English speakers have a serious language disorder.



**6. *How can students who speak only English learn when they are instructed for up to 90 percent of the day in a language they don't understand?***

Teachers in the Dual Language Immersion Program are specially trained to make the information meaningful through the use of visuals, objects, gestures, and specialized instructional strategies. Students also will help each other.

**7. *Is this program a fit for my child and our family?***

Parents must carefully consider if Dual Language Immersion is a fit for their family as it is a seven year commitment. For children to gain academic success and language proficiency, families must be willing and able to commit to this program. Because these programs typically have only one or two classes per grade level, your child will work with the same classmates throughout his/her elementary education. This may be an asset for your child.

**8. *Do dual language immersion students learn the same curriculum as the regular English-only programs?***

Yes. The standards and curriculum used in the Dual Language Immersion Program are the same as for all students in the Galt Joint Union Elementary School District. The only difference is the language of instruction.

**9. *Does it matter if no one at home speaks the second language? How will I help my child with homework if I do not speak the language of instruction?***

No. The most important thing you can do at home is read to your child in English. Reading in any language supports the acquisition of reading skills such as fluency, vocabulary building and comprehension. Your child's homework should support what he has learned in class, so students should be able to tackle the assignment on their own. You will be able to identify what skill is being addressed and support learning in the skill, even if you can only help in English.

By providing students with a strong foundation in their first language, parents are helping to lay the groundwork for strong second language skills. Parents can support literacy skills as well as content knowledge in the child's first language by reading together and learning about the topics the child is learning in school. For example, when students learn about community helpers in Spanish, children who are already familiar with the topic in English will transfer the knowledge, making the lesson in Spanish more comprehensible.

Parents can also support students at home by making sure that they have the right environment and tools to get homework done (e.g., a quiet space and enough time, paper, dictionaries in both languages, writing utensils, and art supplies such as construction paper, paste, tape, and colored makers). Parents can also ask questions about the homework in the language spoken at home, thus giving the students opportunities to explain the assignment in their first language.

In most programs, homework sent home by teachers has a translated key for parents who do not speak the target language. Homework should not be a struggle. If it is, please talk with your child's teacher.

***10. How can parents support their child in the program?***

Participate. Keep up the high-quality English and/or Spanish at home. Read with your child in English and/or Spanish daily. Discuss what your child is learning. Listen to him/her read. Try to learn along with your child. Attend Dual Immersion meetings at school.

***11. Isn't Pre-kindergarten too young? Transitioning my 4 year old to school is hard enough. Why would I make it harder?***

You are right. Starting school is a transition, especially for those who have not had pre-school experiences already. Learning to go to school and understand school procedures and routines is a major change, but it can happen in any language. The sooner a child is exposed to other languages, the more comfortable they'll be and they'll attain higher levels of proficiency in the target language. The high use of props, puppets and gestures at this early age benefits language learning. When you watch your child responding to his or her Pre-kindergarten teacher's instructions and conversing with her classmates in another language, you will begin to understand the benefits.

***12. What if my child doesn't respond well or doesn't like it?***

Like any kindergarten child, your child will be tired at the end of the school day, and it is even more exhausting when processing a new language. If you are worried your child is not enjoying school or thriving in the immersion environment, talk to the teacher and principal. Most students respond well to an immersion program, as they are made to feel secure right from the start and, after the first few weeks, they do not focus on the fact that the teacher is not speaking English. Parents should give it at least nine weeks, if not a full semester, to see if the child responds better after getting through the transition of being in school.

***13. Will my child be able to speak English in class until she learns enough vocabulary to communicate?***

In kindergarten, you will often hear children speaking or responding to teachers in English. However, their teachers will be speaking only in the target language to them, using a lot of gestures and tools to convey messages. Good immersion teachers will encourage new language learners to respond in the target language by giving them the needed vocabulary to mimic. Teachers will not revert to English unless safety or emergency necessitates. Good immersion teachers, by the middle of first grade, will insist on no English in the immersion classroom. Students will quickly realize an easy way out if they are able to speak any English (except in emergencies) with their teacher

***14. When will my child become fluent in both languages?***

Each child is developmentally unique, so the fluency will also develop individually. You will be informed on a regular basis of your child's oral fluency progress. You will also be informed regularly of your child's academic progress. Keeping the communication line between you and your child's teacher is the best resource to find out how well your child is doing.

***15. Should students enter a dual language immersion program after first grade?***

Usually dual language programs do not accept English-only speakers after first grade and English learners after second grade. Bilingual and biliterate students can enter the program at any time.

***16. Why is it okay to immerse English speakers in a language, but not Spanish speakers?***

The English speaker is not at risk of losing the English language. English is spoken at home, in the community, and in the media. Dual-language immersion programs are not replacing English with another language, but provide the students the opportunity to acquire a second language. Dual-language immersion programs are additive programs in that a second language is acquired while maintaining the first language of the students

***17. Does it cost more to implement a dual-language immersion program?***

Not necessarily. However, many successful programs have found that some extra funding is necessary to provide staff development and purchase materials in the target language, especially for library and research materials.

***18. What happens in middle and high school after completing an elementary immersion program?***

The elementary immersion program will transition into middle school. Middle school students continuing with immersion studies may take one or two classes aiming to further develop more advanced language skills. The goal of a transitional middle school dual language immersion program is to prepare children to participate and succeed in more advanced language studies and even to access a third language in high school.

***19. If I am interested in finding out more, what should I do next or whom should I speak with?***

Please call:

Laura Marquez, Valley Oaks Assistant Principal 209-745-1564 ext 304

Kuljeet Nijjar, Fairsite Early Learning Center Administrator, 209-745-1546 ext 303

Donna Mayo-Whitlock, Director of Educational Services, 209-744-4545 ext 304

***20. What are some links and websites I can open to learn more about Dual Language Immersion?***

[\*The Benefits of Dual-Language Immersion- Video\*](#)

[\*Educación bilingüe/Doble inmersión- familias- \(en español\)\*](#)

[\*Preparing Your Child For a Dual Language Program\*](#)

[\*WHAT'S WITH THESE NEW LANGUAGE IMMERSION SCHOOLS?\*](#)

[Positive Impacts of Dual Language Programs](#)

[California bilingual programs ready to grow after slowing during pandemic](#)

[What is bilingual preschool & should you consider it for your child?](#)



## LCAP GOAL 2

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### LCAP GOAL 2


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

#### 1. **Food and Nutrition Services**

*Nicholas Svoboda, Supervisor and Nicole Lorenz, Chief Business Officer*

# GALT FOOD & NUTRITION EAT SMART!

2021-2022



- ▶ 2021-2022 All meals are no cost to students under the Seamless Summer Option-we collected Alternate Income Forms
- ▶ 2022-2023 All Meals will be no cost under the First State Universal Meals Program- In April we will apply for CEP (Community Eligibility Provision) or Provision II for all sites. We will collect Alternate Income forms for participating sites.
- ▶ Daily Typical Participation:
  - ▶ Breakfast 663 per day
  - ▶ Lunch 2533 per day
  - ▶ Supper 356 per day

# MEALS SERVED

- Breakfast: multi purpose room & classroom
- Lunch: served earlier and later than traditional schedule typically one grade level at a time in the multi purpose room
- Lunch Buddies: fruits, veggies, milk, & snack sandwich for students bringing their lunches from home. (focused on students who bring just chips and Gatorade in their lunch box)
- Supper: in the multi and grab n go

## MEALS SERVED ON CAMPUS



▶ **Product Availability:**

- ▶ paper products-trays, cutlery, packaging supplies
- ▶ buns, potato products, tortilla chips & shells
- ▶ fresh produce

▶ **Staffing:**

- ▶ retirees
- ▶ open positions
- ▶ one sub available daily

# COVID-19 RELATED CHALLENGES



Jo Ellen  
Bandy

Hire date  
1992



Robin  
Coker

Hire date  
1997

## RETIREEES



# SHOUT OUT TO FOOD & NUTRITION STAFF

Whoop! Whoop!

The Lunch team has been making meals happen while being creative on menu items. They find ways to make students smile by decorating their kitchens and making one and two eyed monster cookies.



# GALT GRUB GRAB

Shelf stable grocery boxes donated by the Sacramento Food Bank are available for community members.

Boxes are offered at Vernon Greer and Valley Oaks based on delivery availability and a rotating schedule posted on the district website.

The only information requested is how many members are in the household.



- Food & Nutrition is forward focused:
- Always keeping our eyes open for new menu items
- Striving to serve students efficiently with safety and quality as our top priorities
- Restructuring site teams with new leadership
- Smiling under our mask happy to be serving our customers on site and in person again.

TO WRAP IT UP!



## OTHER REPORTS

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### OTHER REPORTS

1. School Services of California Governor's Budget Workshop for 2022-23  
*Nicole Lorenz, Chief Business Officer*
  
2. Williams Uniform Complaint Process (UCP) Quarter 2 Report  
*Lois Yount, Superintendent*

**SSC School District and Charter School Financial Projection Dashboard  
2022-23 Governor's Budget**

This version of School Services of California Inc.'s (SSC) Financial Projection Dashboard is based on the 2022-23 Governor's Budget proposal. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

<b>LCFF PLANNING FACTORS</b>					
<b>Factor</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Department of Finance Statutory COLA <sup>1</sup>	1.70%	5.33%	3.61%	3.64%	3.62%
Planning COLA	5.07% <sup>2</sup>	5.33%	3.61%	3.64%	3.62%

<b>LCFF GRADE SPAN FACTORS FOR 2022-23</b>				
<b>Entitlement Factors per ADA*</b>	<b>K-3</b>	<b>4-6</b>	<b>7-8</b>	<b>9-12</b>
2021-22 Base Grants	\$8,093	\$8,215	\$8,458	\$9,802
Statutory COLA at 5.33%	\$431	\$438	\$451	\$522
2022-23 Base Grants	\$8,524	\$8,653	\$8,909	\$10,324
Grade Span Adjustment Factors	10.4%	—	—	2.6%
Grade Span Adjustment Amounts	\$886	—	—	\$268
2022-23 Adjusted Base Grants <sup>3</sup>	\$9,410	\$8,653	\$8,909	\$10,592

\*Average daily attendance (ADA)

<b>OTHER PLANNING FACTORS</b>						
<b>Factors</b>		<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
California CPI		5.78%	3.69%	2.90%	2.75%	2.60%
California Lottery	Unrestricted per ADA	\$163	\$163	\$163	\$163	\$163
	Restricted per ADA	\$65	\$65	\$65	\$65	\$65
Mandate Block Grant (District)	Grades K-8 per ADA	\$32.79	\$34.54	\$35.79	\$37.09	\$38.43
	Grades 9-12 per ADA	\$63.17	\$66.54	\$68.94	\$71.45	\$74.04
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$17.21	\$18.13	\$18.78	\$19.46	\$20.16
	Grades 9-12 per ADA	\$47.84	\$50.39	\$52.21	\$54.11	\$56.07
Interest Rate for Ten-Year Treasuries		1.93%	2.50%	2.90%	3.00%	2.60%
CalSTRS Employer Rate <sup>4</sup>		16.92%	19.10%	19.10%	19.10%	19.10%
CalPERS Employer Rate <sup>4</sup>		22.91%	26.10%	27.10%	27.70%	27.80%
Unemployment Insurance Rate <sup>5</sup>		0.50%	0.50%	0.20%	0.20%	0.20%

<b>STATE MINIMUM RESERVE REQUIREMENTS</b>	
<b>Reserve Requirement</b>	<b>District ADA Range</b>
The greater of 5% or \$71,000	0 to 300
The greater of 4% or \$71,000	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and higher

<sup>1</sup>Applies to Special Education, Child Nutrition, Foster Youth, Adults in Correctional Facilities Program, American Indian Education Centers/American Indian Early Childhood Education, and Mandate Block Grant.

<sup>2</sup>Amount represents the 2021-22 statutory COLA of 1.70% plus an augmentation of 1.00%, compounded with the 2020-21 unfunded statutory COLA of 2.31%.

<sup>3</sup>Additional funding is provided for students who are designated as eligible for free or reduced-price meals, foster youth, and English language learners. A 20% augmentation is provided for each eligible student with an additional 65% for each eligible student beyond the 55% identification rate threshold.

<sup>4</sup>California State Teachers' Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) rates in 2021-22 were bought down by a prior year \$2.3 billion payment from state of California. Rates in the following years are subject to change based on determination by the respective governing boards.

<sup>5</sup>Unemployment rate in 2021-22 and 2022-23 are final based on the 2021 State Enacted Budget, and the subsequent years' rates are subject to actual experience of the pool and will be calculated in accordance with California Unemployment Insurance Code Section 823(b)(2)



# Governor's Proposals for the 2022-23 State Budget and K-12 Education



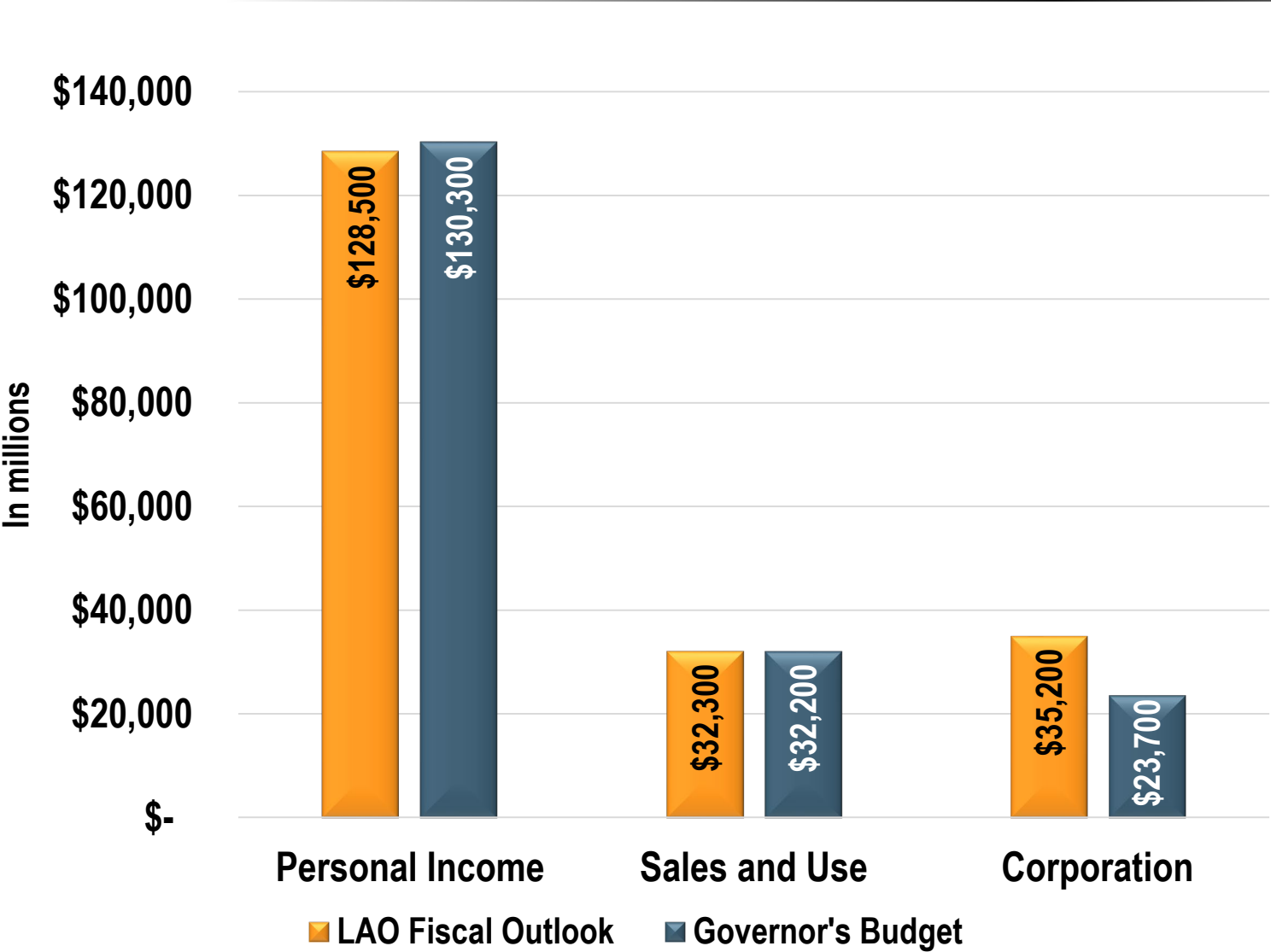
# Overview of the State Budget and the State Economy

# State Budget and Economy

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- **Robust state revenues provide the state General Fund with a surplus of \$45.7 billion for the 2022-23 fiscal year**
- **Significant increases projected for Personal Income Tax and Sales and Use Tax, two of the Big Three taxes**
- **The Governor's Budget reflects significant reserves including the Budget Stabilization Account (Rainy Day Fund), the Public School System Stabilization Account, and the general operations reserve**
- **While there are many positive economic indicators, there is still a level of economic uncertainty due to the unpredictability of COVID-19**
- **Inflation has become a major concern as the cost of everyday goods and services continue to rise to levels not seen since 1982**
- **The Federal Reserve's response to inflation, including interest rate hikes, could impact the stock market**

# Big Three Taxes



- In 2022-23, over 95% of state general fund revenue comes from the Big Three tax sources
  - Personal income tax (PIT) revenues make up two-thirds of state revenues and 70% of the Big Three revenues
  - Nearly 50% of state income tax is paid by just 1% of Californians—the state’s highest income earners—making PIT a volatile revenue source

# General Fund Budget Summary

Total available resources decrease 6.12% in 2022-23, while expenditures increase by 1.47%

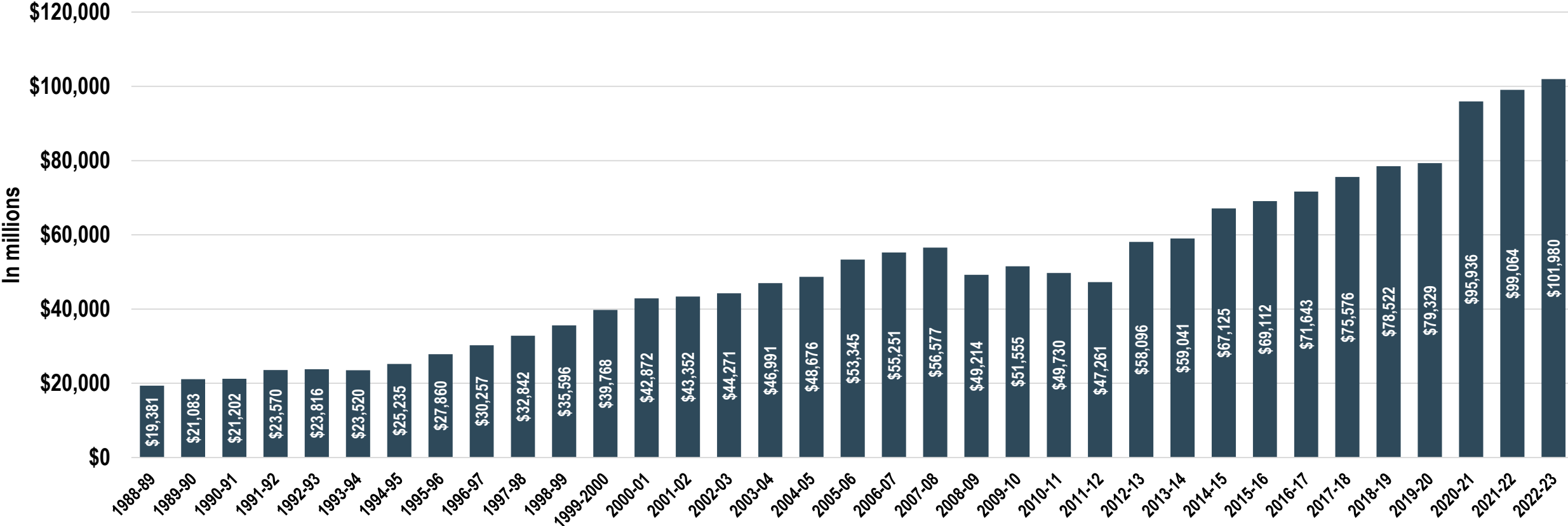
2022-23 Governor's Budget in millions		
	2021-22	2022-23
<b>Prior Year Balance</b>	\$37,011	\$23,650
Revenues and Transfers	\$196,669	\$195,719
<b>Total Resources Available</b>	<b>\$233,680</b>	<b>\$219,369</b>
Non-Proposition 98 Expenditures	\$138,185	\$139,993
Proposition 98 Expenditures	\$71,845	\$73,134
<b>Total Expenditures</b>	<b>\$210,030</b>	<b>\$213,127</b>
<b>Fund Balance</b>	<b>\$23,650</b>	<b>\$6,242</b>
<b>Public School System Stabilization Account</b>	<b>\$6,663</b>	<b>\$9,725</b>
<b>Safety Net Reserve</b>	<b>\$900</b>	<b>\$900</b>
<b>Budget Stabilization Account/Rainy Day Fund</b>	<b>\$19,303</b>	<b>\$20,868</b>

# Proposition 98 and Education Funding

# Proposition 98

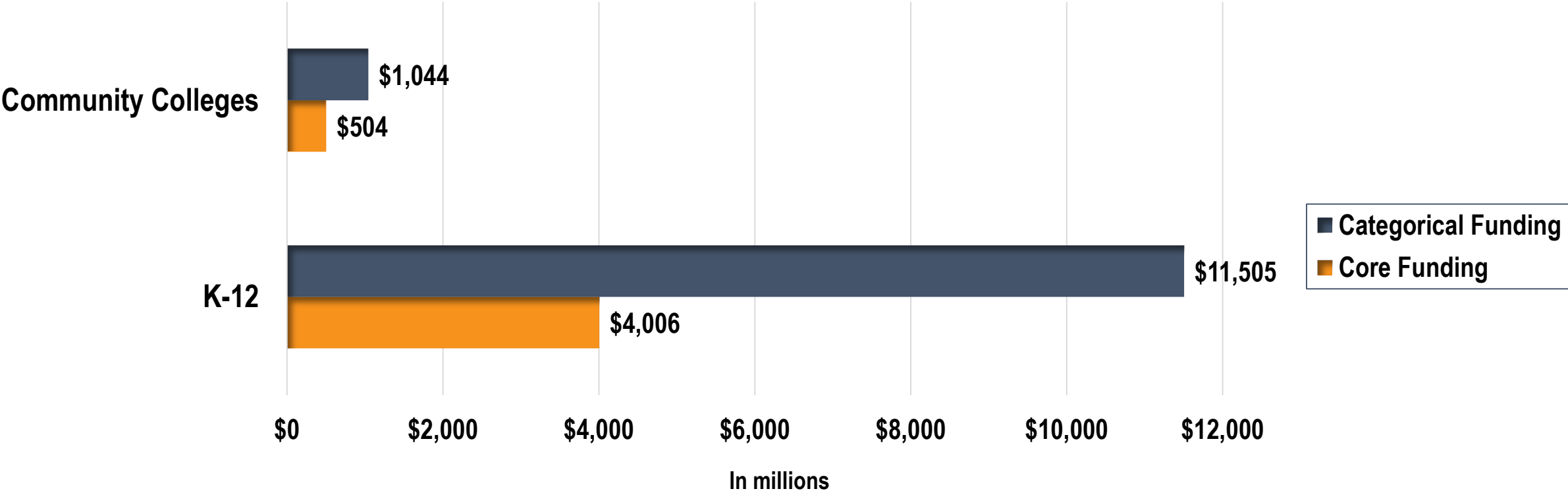
- The minimum guarantee continues its ascent to new heights, reaching \$102 billion in 2022-23
  - Since its passage, Proposition 98 has increased by over 426%

Proposition 98 Minimum Guarantee Over Time



# Proposition 98

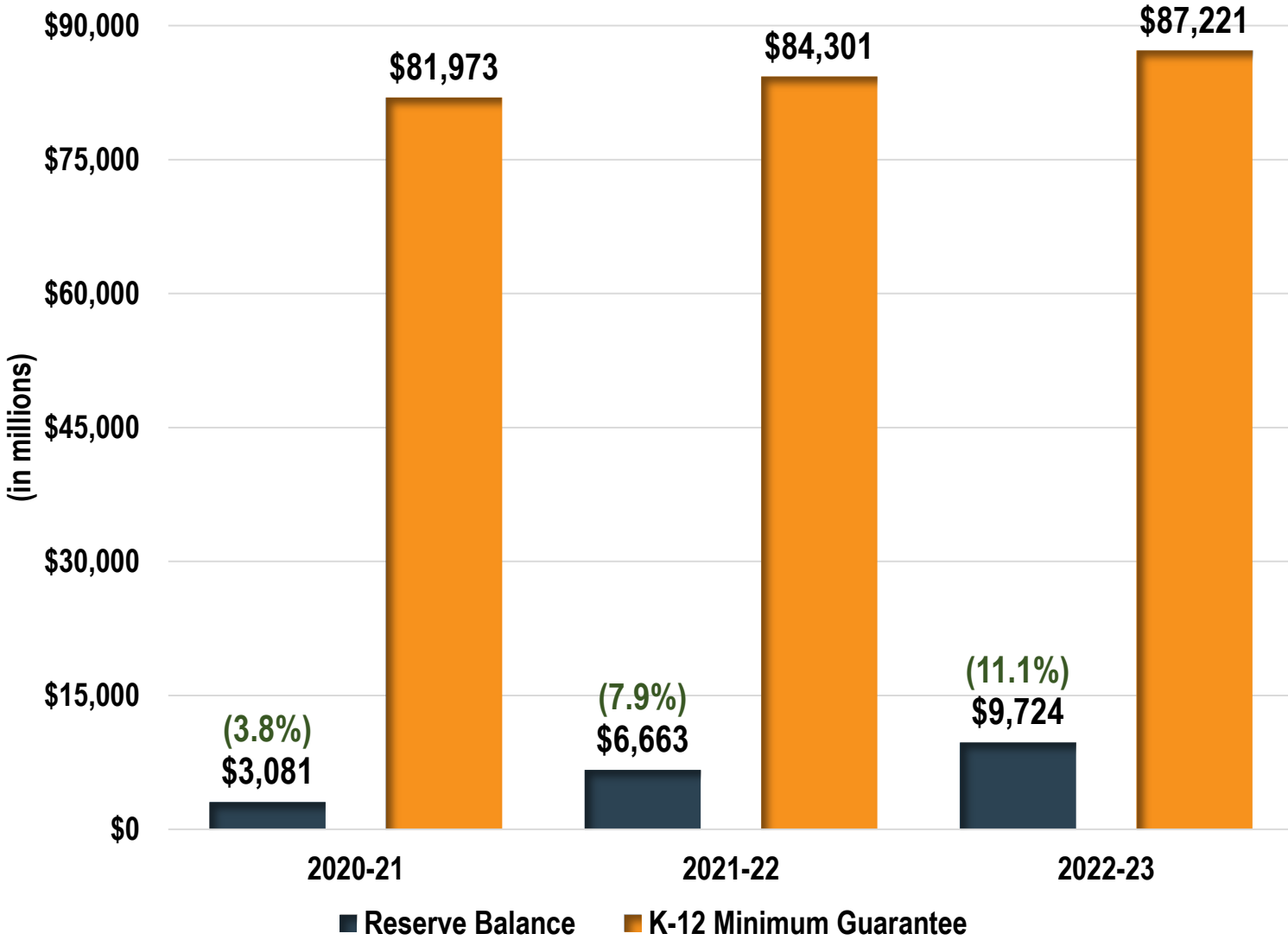
- Most of the new Proposition 98 revenues for K-12 and community colleges are **earmarked for specific categorical programs or services**
  - Total per-student K-12 spending reaches \$15,261 (Proposition 98 only)



Note: K-12 core funding includes Proposition 98 adjustment for universal TK and lower classroom ratios in TK

# Proposition 98 Reserve

- Proposition 2 (2014) requires the state to deposit funds into the Public School System Stabilization Account when certain conditions are met
- The 2022-23 Governor’s Budget makes a required deposit for 2022-23 and adjustments to the deposits in prior years due to changes in state revenues
- When the reserve fund balance is at least 3% of the K-12 minimum guarantee, caps on local school district reserves are triggered





# Reserve Cap

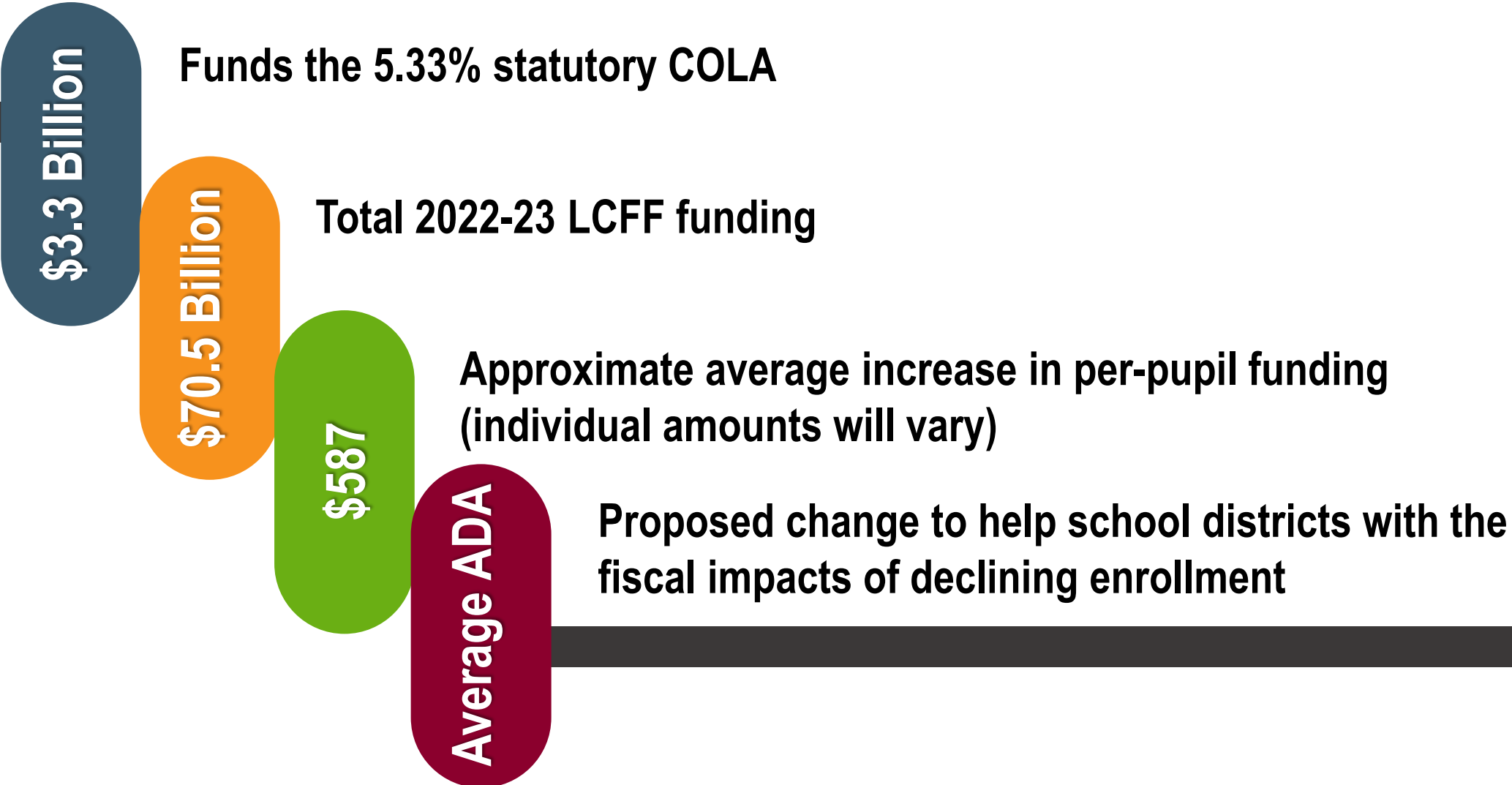
- **Senate Bill 751 (Chapter 674, Statutes of 2017) set the threshold for triggering the cap on district reserves and the limits of how much school districts can maintain in their local reserves**

**When the state reserve reaches 3% of the K-12 portion of Proposition 98 in that year**

**Caps district reserves at 10% using assigned/unassigned ending balance of General and Special Reserve Funds**

**Exempts basic aid districts and districts with fewer than 2,501 ADA**

# 2022-23 LCFF Overview



# 2022-23 LCFF Funding Factors

<b>Grade Span</b>	<b>K-3</b>	<b>4-6</b>	<b>7-8</b>	<b>9-12</b>
<b>2021-22 Base Grant per ADA</b>	<b>\$8,093</b>	<b>\$8,215</b>	<b>\$8,458</b>	<b>\$9,802</b>
<b>5.33% COLA</b>	<b>\$431</b>	<b>\$438</b>	<b>\$451</b>	<b>\$522</b>
<b>2022-23 Base Grant per ADA</b>	<b>\$8,524</b>	<b>\$8,653</b>	<b>\$8,909</b>	<b>\$10,324</b>
<b>GSA (Grade Span Adjustments)</b>	<b>\$886</b>	<b>–</b>	<b>–</b>	<b>\$268</b>
<b>2022-23 Adjusted Base Grant per ADA</b>	<b>\$9,410</b>	<b>\$8,653</b>	<b>\$8,909</b>	<b>\$10,592</b>

Supplemental and Concentration Grant add-ons vary by LEA and are in addition to the Base Grant

# **The Proposed State Budget and Local Agency Impacts**

# SSC Financial Projection Dashboard

Planning Factors					
	2021-22	2022-23	2023-24	2024-25	2025-26
<b>DOF* Planning COLA</b>	<b>5.07%**</b>	<b>5.33%</b>	<b>3.61%</b>	<b>3.64%</b>	<b>3.62%</b>
<b>CalSTRS***</b>	<b>16.92%</b>	<b>19.10%</b>	<b>19.10%</b>	<b>19.10%</b>	<b>19.10%</b>
<b>CalPERS***</b>	<b>22.91%</b>	<b>26.10%</b>	<b>27.10%</b>	<b>27.70%</b>	<b>27.80%</b>
<b>Unemployment Insurance</b>	<b>0.50%</b>	<b>0.50%</b>	<b>0.20%</b>	<b>0.20%</b>	<b>0.20%</b>

\*Department of Finance (DOF)

\*\*Calculated by compounding the unfunded COLA of 2.31% from 2020-21 and the statutory COLA of 1.70%, plus 1.00%, in 2021-22

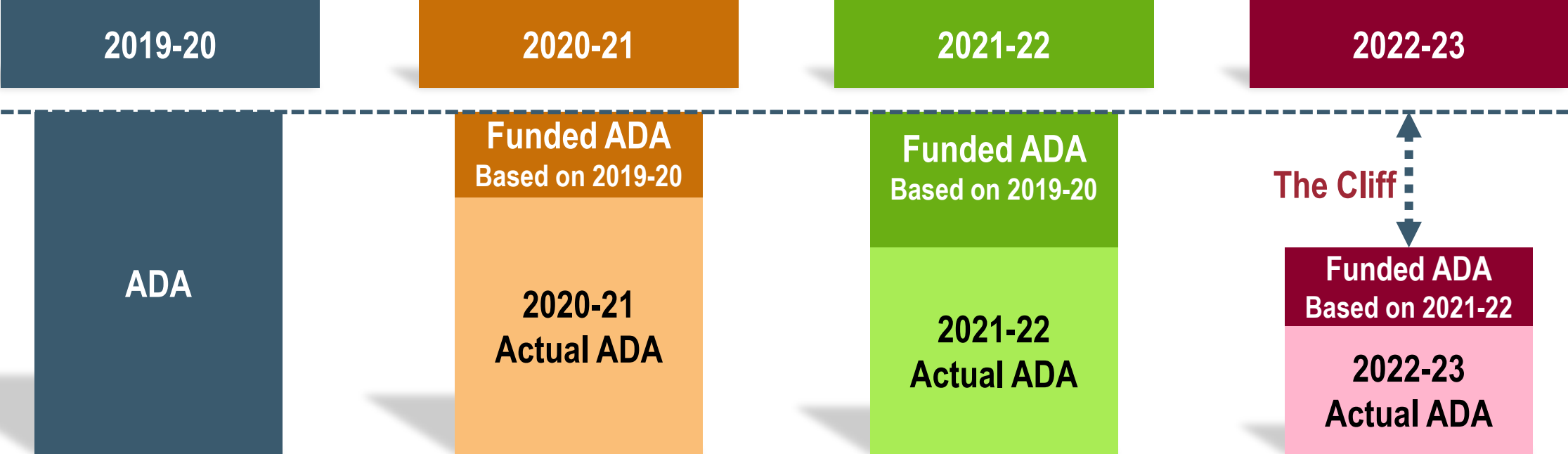
\*\*\*California State Teachers' Retirement System (CalSTRS); California Public Employees' Retirement System (CalPERS)

- **COLA is at higher levels**

- **But so are the projected cost increases that are facing local educational agencies (LEAs)**

# 2022-23 ADA “Cliff”

- The ADA “Cliff” has been well-publicized and the subject of many discussions
  - For charter schools and county offices of education (COEs), the impact is already being felt in 2021-22
- Good news—the Governor and Legislature are listening and hearing your collective voices



# ADA Cliff—Proposed Solution

- Hypothetical scenario for school districts

Fiscal Year	Actual ADA
2019-20	10,000
2020-21	10,000*
2021-22	9,500
2022-23	9,250

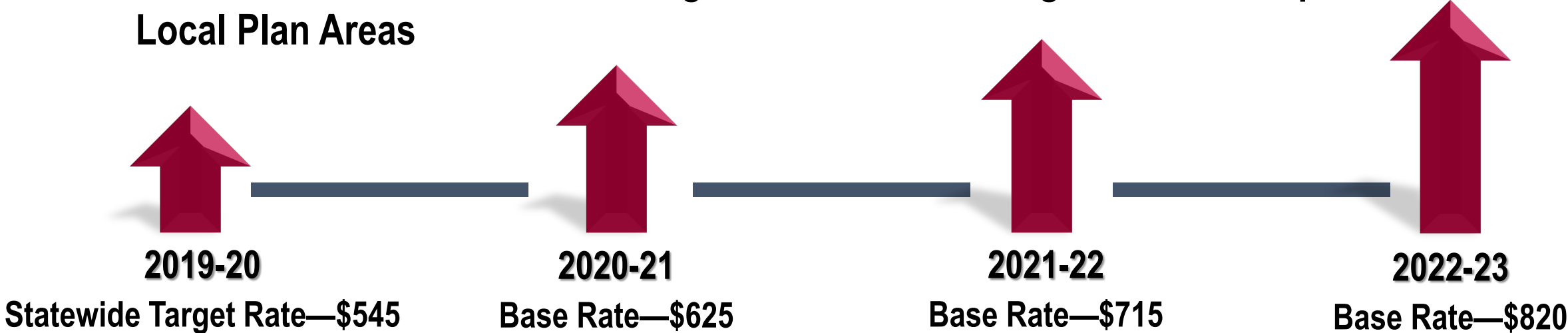
Funded ADA for 2022-23	
Current Law	9,500
Governor’s Proposal	9,833
Difference	333

\*Result of hold harmless

- Goal is to turn the ADA cliff into an ADA softer landing
- The proposed solution would not apply to charter schools, but the Governor intends to engage in outreach and discussions with interested charter school parties
  - No future changes were noted for COEs

# Special Education

- In the wake of \$3.1 billion in special education investments over the last three years, Governor Newsom reinforces his commitment to young children and students with disabilities by proposing an integrated package of investments in early prevention and intervention and proposes commitments for ongoing special education funding
  - \$500 million in Proposition 98 General Fund special education funding
  - 5.33% COLA adjustment—\$140.6 million
    - These investments result in a Base Rate increase estimated at \$820 per ADA
    - Funds will continue to flow through the AB 602 Funding Formula via Special Education Local Plan Areas



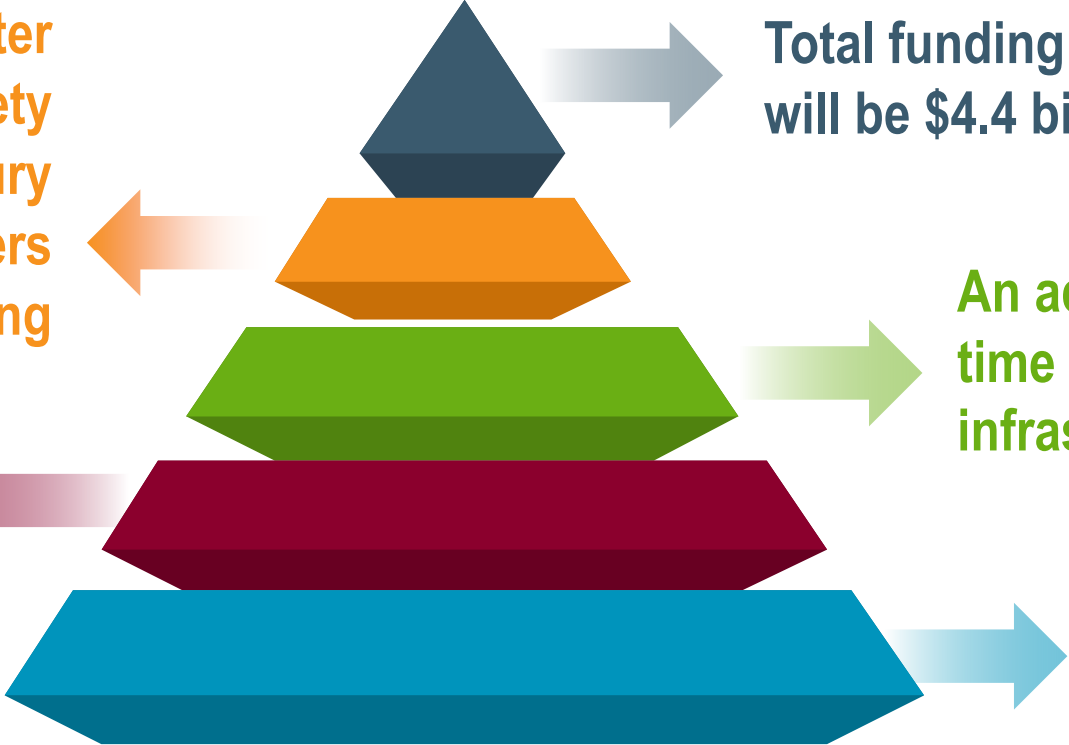


# Expanded Learning Opportunities Program

The largest investment in the Proposition 98 part of the Budget is an additional \$3.4 billion ongoing for the ELO Program

One-time rate increases for After School Education and Safety (ASES) and 21<sup>st</sup> Century Community Learning Centers (CCLC) will be ongoing

Remember that resources can be braided— State Preschool, special education learning recovery funds, ASES, 21st CCLC



Total funding for ELO Program will be \$4.4 billion annually

An additional \$937 million one-time for ELO Program infrastructure

Statutory language will clarify that literacy tutors and arts and music programming can be incorporated as enrichment options for students

# Child Care and Preschool

- Governor Newsom continues to implement the state’s Master Plan for Early Learning and Care

Provides additional 36,000 child care slots

\$824 million

Supports a full year of rate increases for child care providers

\$373 million

Funds the Child Care Initiative Project through June 30, 2023, to address areas of underserved providers, increases slots, and supports providers that want to be licensed

\$25 million

Provides inclusive instruction for students with disabilities and support for dual language learners served by the California State Preschool Program

\$309 million

Funds the Inclusive Early Education Expansion Program  
(One-time Proposition 98 General Fund)

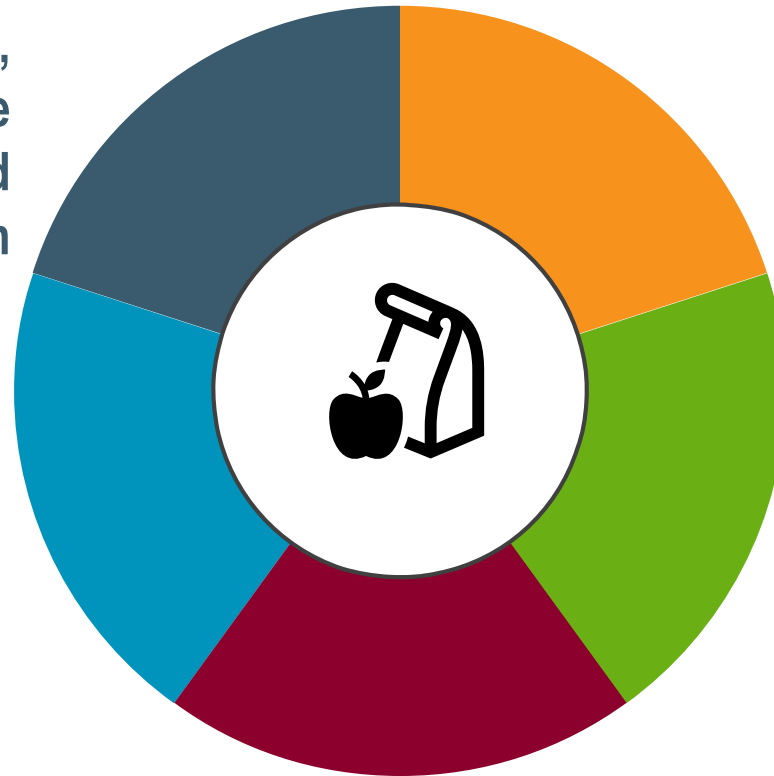
\$500 million

# Universal Meals Program

**Beginning in 2022-23, LEAs must provide free breakfast and lunch each school day to any student requesting a meal, regardless of free or reduced-price meal eligibility**

In order to receive state reimbursement for the two meals, LEAs must participate in both the National School Lunch Program and School Breakfast Program

LEAs with defined high-poverty schools are also required to adopt a universal meal service provision, such as the Community Eligibility Provision or Provision 2



State intends to reimburse LEAs at the free meal rate, minus federal and state reimbursements for meals

All meals served must meet federal requirements for nutrition and reimbursement

**There is no waiver for the program**

# Transportation

- **Governor Newsom is proposing \$1.5 billion one-time (available over three years) to support school transportation programs**
  - **LEAs to receive grants (of at least \$500,000) for the acquisition of electric school buses, construction of bus charging stations, and to support local school bus transportation needs**
  - **Priority would be given to LEAs with a high concentration of unduplicated pupils as well as small and rural LEAs**
- **The Governor is also proposing a workgroup to streamline the process of training and licensing new school bus drivers**



# School Facility Investments

- Governor Newsom proposes an unprecedented one-time General Fund appropriation of \$2.225 billion for school construction projects through the School Facility Program
- Also proposes an ongoing \$30 million Proposition 98 appropriation for the Charter School Facility Grant Program and to sell the remaining \$1.4 billion in Proposition 51 bonds

<b>School Facility Program</b> (in millions)		
	<b>New Construction</b>	<b>Modernization</b>
<b>Unfunded (Workload) List</b>	<b>\$163.1</b>	<b>\$1,004.2</b>
<b>Acknowledged List</b>	<b>\$1,430.2</b>	<b>\$1,662.8</b>

- The Governor’s appropriation would fund approximately 75% of the project applications received by the Office of Public School Construction that are beyond current bond authority

# Other Operational Considerations

# CalPERS Employer Contribution Rates

- Governor Newsom did not propose providing relief towards the CalPERS for LEAs
- Based on the latest information from CalPERS, the employer contribution rate for 2022-23 would increase from the current rate of 22.91% to 26.10%, a 3.19% increase.

	Actual	Projected				
	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Employer Contribution Rate	22.91%	26.10%	27.10%	27.70%	27.80%	27.60%

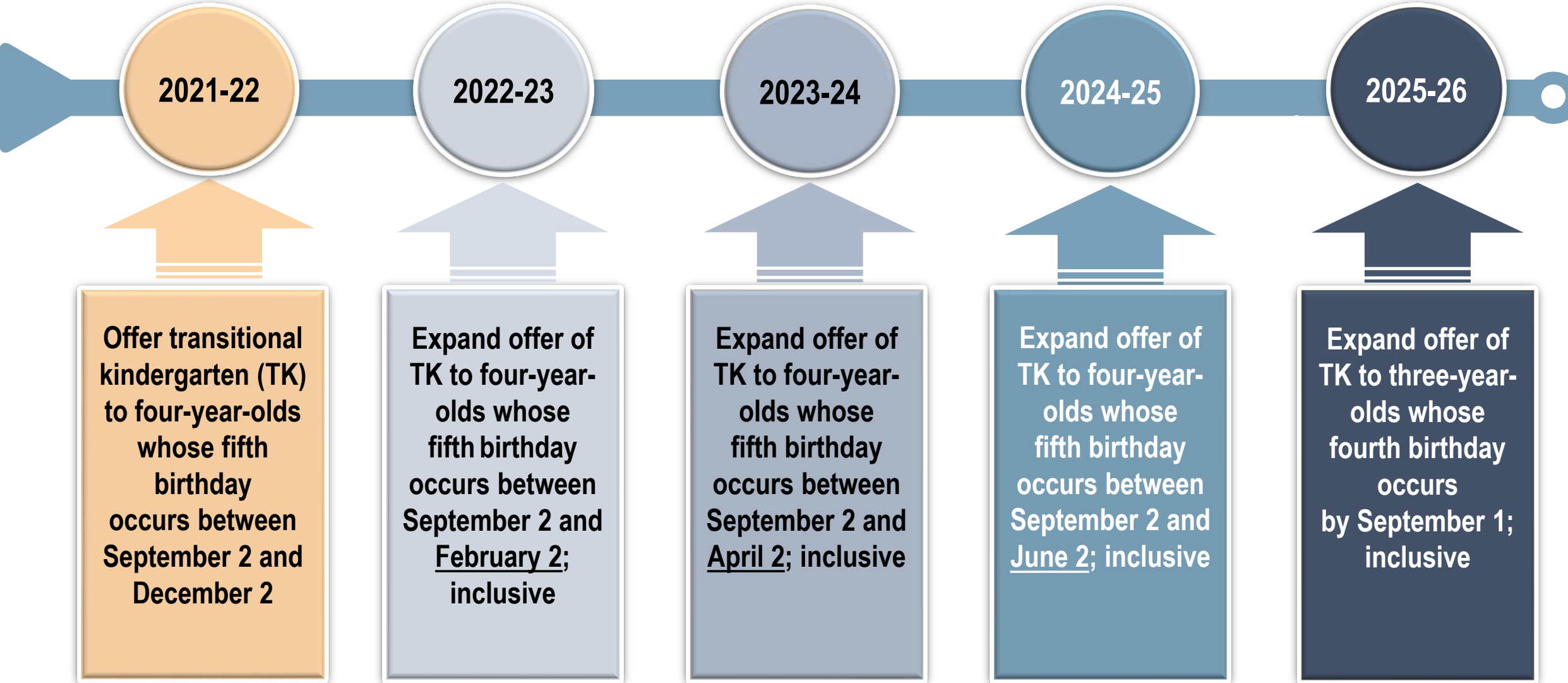
# CalSTRS Employer Contribution Rates

- Similar to CalPERS, the Governor does not include any new funding towards CalSTRS for LEAs
- SSC recommends that LEAs anticipate a CalSTRS employer contribution rate of 19.10% in 2022-23 based on the best information available to date from CalSTRS
  - An increase of 2.18% compared to what LEAs are currently contributing in 2021-22 at 16.92%

Effective Date	CalSTRS Funding Plan Increases	
	Rate	Year-over-year change
July 1, 2013	8.25%	No increase since 1986
July 1, 2014	8.88%	0.63%
July 1, 2015	10.73%	1.85%
July 1, 2016	12.58%	1.85%
July 1, 2017	14.43%	1.85%
July 1, 2018	16.28%	1.85%
July 1, 2019	17.10%	0.82%
July 1, 2020	16.15%	-0.95%
July 1, 2021	16.92%	0.77%
July 1, 2022	19.10%	2.18%



# Legal Requirements of Universal TK



Education Code Sections (EC §) 48000(c)(1)(C)—(G)

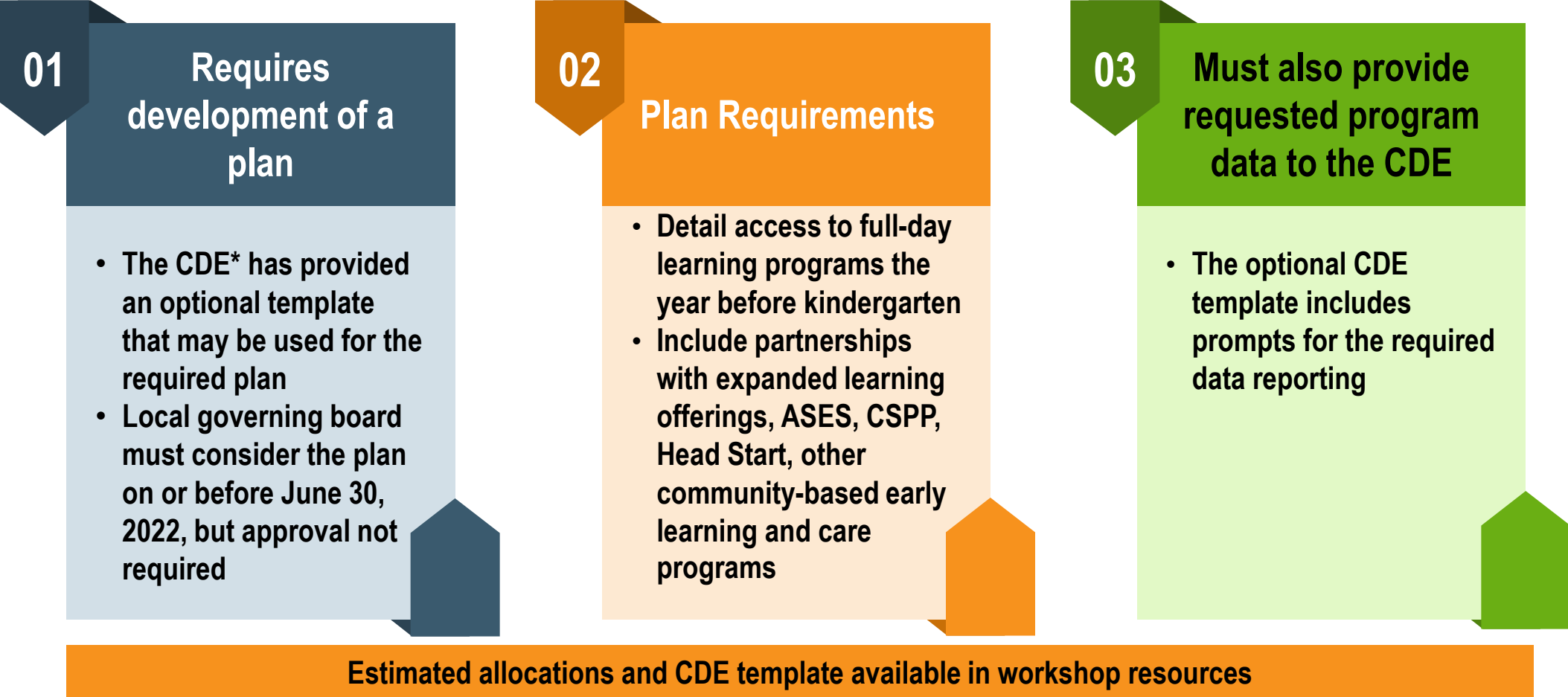
# Classroom Staffing

- Law requires a maximum of 12 students per adult
  - Reduced to 10 students per adult if additional funding is provided in 2023-24
- Maintain an average class enrollment of not more than 24 pupils per school site in TK classrooms



# Prekindergarten Planning and Implementation Grant

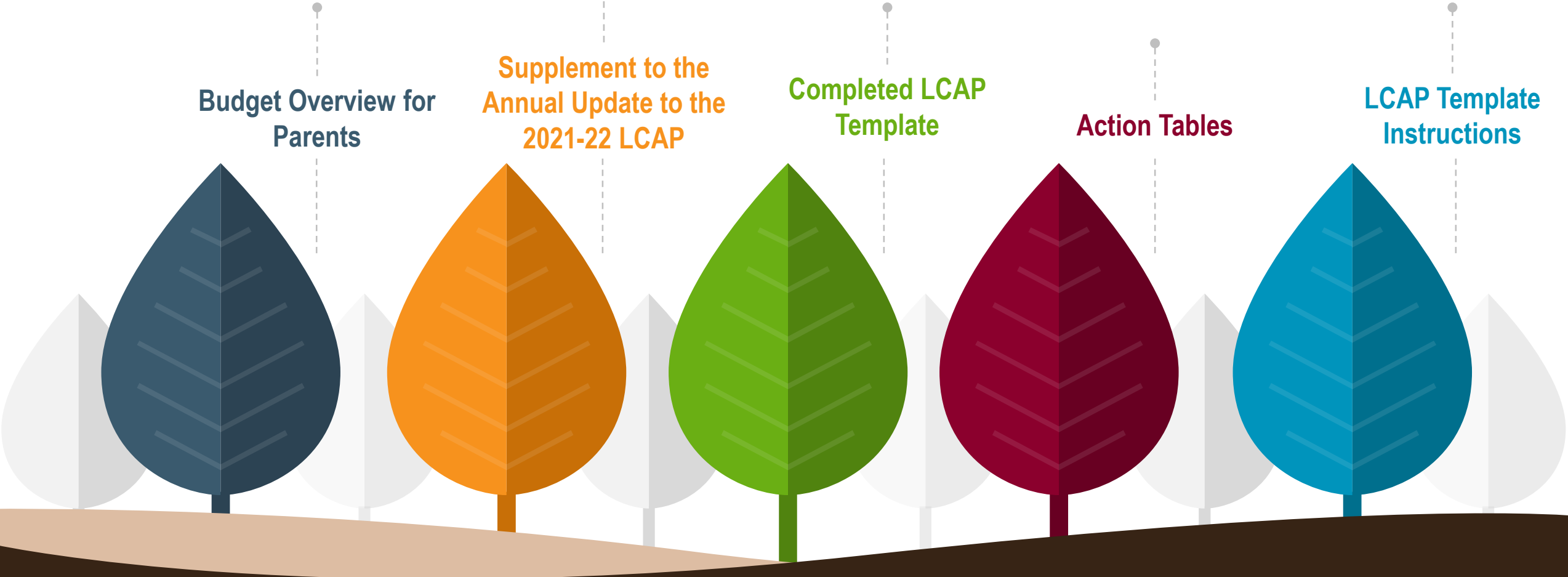
The 2021 Budget Act included \$200 million to help LEAs expand access to high quality prekindergarten options for four-year-olds



\*California Department of Education (CDE)

# 2022-23 LCAP and 2021-22 LCAP Supplement

- The Local Control and Accountability Plan (LCAP) must be posted as one document and include the following components in the following order:



# 2021-22 Supplement—What's Due

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students.

Section 124(e) of Assembly Bill 130 requires LEAs to **present an update** on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents **on or before February 28, 2022**, at a regularly scheduled meeting of the governing board or body of the LEA.

At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

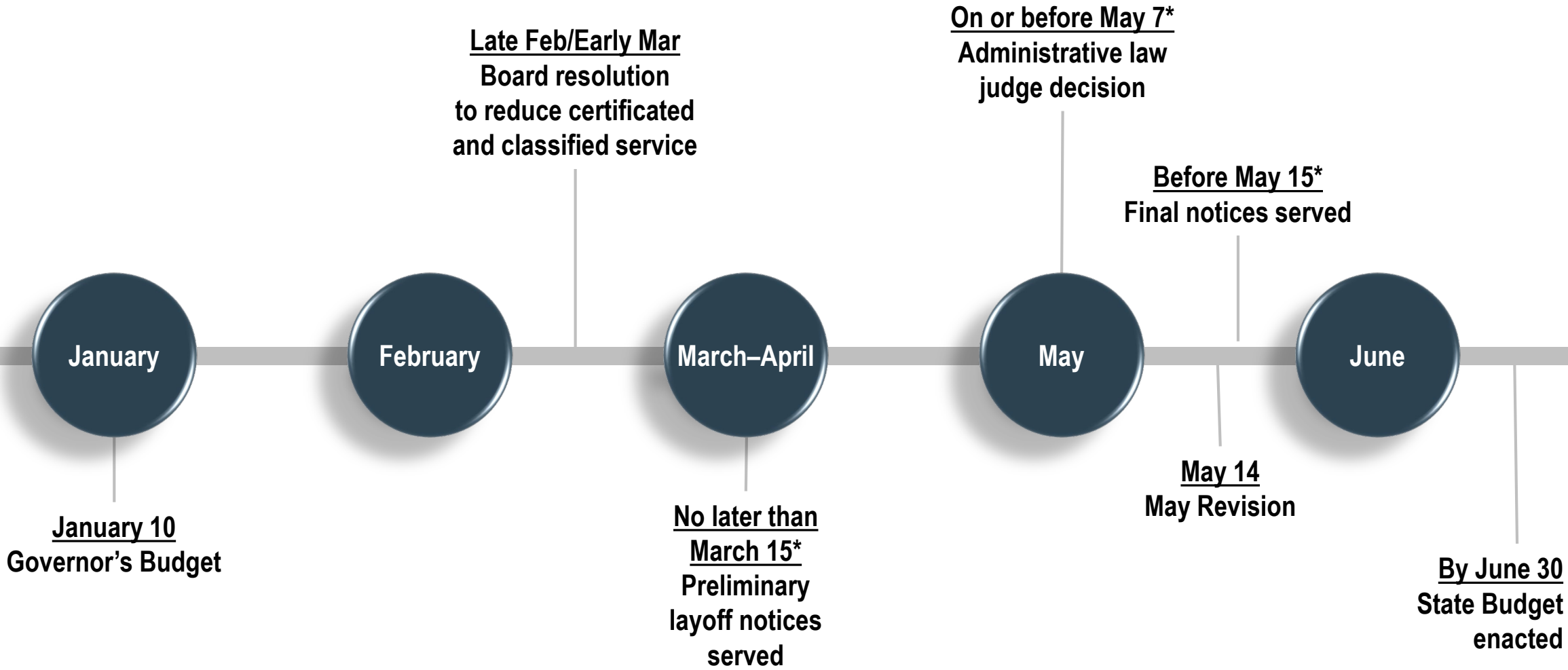
When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the **2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.**

# Certificated and Classified Layoffs and State Budget Timelines



\*Statutory deadlines per EC § 44949, 44955, and 45117

School  
Services  
of California  
INC.™  
*An Employee-Owned Company*

Thank you for  
attending!

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

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

## SUBMITTER INFORMATION

Name

Person submitting form

Job Title

Phone Number

Include area code

E-mail Address

## DISTRICT INFORMATION

School District

Year Covered by This Report

Quarter Covered by This Report

## COMPLAINTS

### Sufficiency of Textbooks

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

### Emergency School Facilities Issues

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

### Vacancy or Misassignment of Teachers

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



## RESOLUTION OF COMPLAINTS

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

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

### REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

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

**Includes All UCP Complaints**

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

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

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### RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Shannon Hansen at the Sacramento County Office of Education (SCOE): [shannonh@scoe.net](mailto:shannonh@scoe.net).



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.264</b> Board Consideration of Approval of Consent Calendar
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>
<ul style="list-style-type: none"> <li>a. Approval of the Agenda</li> <li>b. Minutes           <ul style="list-style-type: none"> <li>▪ December 13, 2021 Annual Organizational Meeting</li> </ul> </li> <li>c. Payment of Warrants           <ul style="list-style-type: none"> <li>▪ Vendor Warrant Numbers: 22323067-22323104; 22323648-22323667; 22324422-22324467; 22325144-22325161; 22326796-22326889; 22328170-22328221</li> <li>▪ Certificated/Classified Payrolls Date: 12/10/21, 01/01/22, 01/10/22, 01/14/22</li> </ul> </li> <li>d. Personnel           <ul style="list-style-type: none"> <li>▪ Resignations/Retirements</li> <li>▪ Leave of Absence Requests</li> <li>▪ New Hires/Reclassifications</li> </ul> </li> <li>e. Donations</li> <li>f. Master Contracts for Non Public Schools and Agencies: The Stepping Stones Group</li> </ul>	

# Galt Joint Union Elementary School District Board of Education Minutes

**Annual Organizational Board Meeting  
December 13, 2021**

**Vernon E. Greer Elementary School**  
248 West A Street  
**Remote Access**  
Zoom Webinar ID: 899 8117 7060

## **Board Members Present**

Thomas Silva  
Wesley Cagle  
Traci Skinner  
Grace Malson  
Casey Raboy

## **Administrators Present**

Lois Yount	Leah Wheeler
Claudia Del Toro-Anguiano	Kuljeet Nijjar
Donna Mayo-Whitlock	Laura Marquez
Nicole Lorenz	Judi Hayes
Donna Gill	Tina Homdus

**A. 6:00 p.m. – Closed Session Location:** Vernon E. Greer Bright Future Learning Center (BFLC)

**B. Closed Session** was called to order at 6:08 p.m. by Thomas Silva.

Present for the closed session: Thomas Silva, Wesley Cagle, Grace Malson, Casey Raboy, Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz and Chris Keiner, Attorney At Law, Dannis Woliver Kelley

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Gov. Code, §54956.9, subd. (d)[(2) or (3)]:
  - One matter
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957
  - Superintendent

**C. Closed Session Adjourned at 6:58 p.m.** The open meeting was called to order at 7:07 p.m., followed by the Flag Salute. Thomas Silva announced no action was taken in Closed Session. He then informed the audience of two safety matters. He stated that if the power goes out due to weather, the Board will ask everyone to leave the room and postpone the meeting. Secondly, Mr. Silva reminded everyone that Sacramento County Public Health requires everyone to wear face masks at public meetings and asked everyone to follow this safety protocol.

**D. Board Meeting Protocol**

Lois Yount, Superintendent, shared the board meeting protocol. She noted a change to public comment received by email. These public comments will now be posted to the district website alongside the agenda and not be read aloud. Additionally, remote participants will be able to comment via Zoom teleconference by notifying the board meeting assistant through the chat feature in Zoom or by raising their hand using the hand feature in Zoom.

**E. New Business**

**212.255 Annual Organization of the Board/Election of Officers**

Org of Board

Grace Malson made a motion to Organize the Board as follows, seconded by Traci Skinner and unanimously carried.

1. President: Thomas Silva
2. Vice President: Grace Malson
3. Clerk: Traci Skinner
4. Board Representative: Wesley Cagle
5. Member: Casey Raboy

**212.256 Board Committee Member Reorganization for 2022**

Board Committees

Traci Skinner made a motion to approve Board Committee Members for 2022 as follows, seconded by Casey Raboy and unanimously carried.

CAST	Galt Schools JPA (Joint Powers Authority)	Transportation	SCSBA (Sacramento County School Board Association)	Board Policy Committee
Grace Malson	Thomas Silva	Casey Raboy	Traci Skinner	Grace Malson
Wesley Cagle	Traci Skinner	Traci Skinner		
<b>Alternate Members</b>				
Casey Raboy	Grace Malson	Thomas Silva		

**F. Reports** Thomas Silva moved reports after Routine Matters/New Business due to inclement weather and a possible power outage.

**G. Routine Matters/New Business**

**212.257** Casey Raboy made a motion to approve the Consent Calendar, seconded by Grace Malson and unanimously carried.

Consent Calendar

- a. Approval of the Agenda
- b. Minutes
  - November 17, 2021 Regular Board Meeting
- c. Payment of Warrants
  - Vendor Warrant Numbers: 22319120-22319167; 22319879-22319920; 22320597-22320626; 22322290-22322371
  - Certificated/Classified Payrolls Dated: 11/30/21, 11/12/21
- d. Personnel

<b>Resignations/Retirees</b>			
Name	Position	Effective Date	Site
Dorheim, Robert	Instructional Assistant, Special Education	11/29/21	McCaffrey
Gomez, Marissa	Yard Supervisor	12/3/21	McCaffrey
LeCompte, Tiffany	Food Service Worker	12/3/21	Marengo Ranch
<b>Leave of Absence Requests</b>			
Name	Position	Effective Date	Site
Christopherson, Laura	Teacher	11/29/21	McCaffrey
Espinoza, Vanessa	Instructional Assistant, ASES	12/1/21	Valley Oaks
Pamplona, Susan	Payroll Technician	11/2/21	District Office
Zimmerman-Calkins, Cheyenne	Custodian	11/16/21	Valley Oaks
<b>New Hires/Reassignment</b>			
Name	Position	Effective Date Varies	Site
Amaral, Julio	Custodian, Part Time		River Oaks
Anton, Shi	Certificated Substitute		N/A
Arrieta, Yolanda	Classified Substitute		N/A
Brown, Cassidy	Instructional Assistant		Lake Canyon
Dena, Gerardo	Custodian, Short Term		Roving
Erickson, Leah	Certificated Substitute		N/A
Gomez, Marissa (Status Change)	Classified Substitute		N/A
Johnson, LeAnn (Status Change)	Lead Food Service Worker		Valley Oaks
Raygoza, Neyda (Status Change)	Instructional Assistant, Special Education		Valley Oaks
Rivera Pina, Marilyn	Instructional Assistant		Greer
Saldate, Joshua	Assistant Principal		Greer/McCaffrey
Wheeler, Braden	Yard Supervisor		River Oaks

**212.258** Consent Calendar (Continued) – Items Removed for Later Consideration

CC Items  
Removed

**212.259** Thomas Silva made a motion to approve Educator Effectiveness Block Grant Funds 2021, seconded by Wesley Cagle and unanimously carried.

Ed Effect  
Grant

**212.260** Nicole Lorenz, Chief Business Officer, presented the First Interim Budget. The report includes changes in revenue and expenditures since the budget revisions were approved in August. Average Daily Attendance (ADA) is reported for the current year and is funded on the greater of current or prior year ADA. Additionally, she stated that due to declining enrollment, the Local Control Funding Formula (LCFF) revenue is estimated to decrease by \$2.4M in 2022-23.

1<sup>st</sup> Interim  
Budget

Thomas Silva made a motion to approve GJUESD 2021-2022 First Interim Budget Report, seconded by Grace Malson and unanimously carried.

**212.261** Wesley Cagle made a motion to approve the Memorandum Of Understanding Between the California School Employees Association and its Galt Chapter #362

CSEA MOU  
CSESAP

(CSEA) and the GJUESD Regarding Classified School Employee Summer Assistance Program (CSESAP), seconded by Traci Skinner and unanimously carried.

- 212.262** Grace Malson made a motion to approve GJUESD Resolution No. 7; California State Preschool Program Continued Funding Application, seconded by Casey Raboy and unanimously carried.

Res 7  
Pre-school  
Funding  
App

- 212.263** First Reading of GJUESD Board Policies (BP) and Administrative Regulations (AR):
1. BP 3516.5 Emergency Schedules
  2. BP4131 Staff Development
  3. BP 6120 Response to Instruction and Intervention
  4. BP/AR 6164.4 Identification and Evaluation of Individuals for Special Education
  5. BP/AR 6164.41 Children with Disabilities Enrolled by Their Parents in Private School
  6. BP/AR 6164.5 Student Success Teams
  7. BP/AR 4112.42 Drug and Alcohol Testing for School Bus Drivers

BP/AR  
FIRST  
READING

#### LCAP GOAL 1

##### 1. Dual Language Immersion (DLI) Survey

Donna Whitlock, Educational Services Director, summarized the District's work and provided an overview of the supporting materials included in the board packet. She stated that since 2016, there had been a rise in Dual Language Immersion (DLI) programs throughout California. The Governor's Global California 2030 Initiative aims to enroll at least 50% of all K-12 students in a DLI program that lead to proficiency in two or more languages by the year 2030. Currently, 1,490 California schools reported having a bilingual or multilingual program before the pandemic, including 747 DLI programs.

Ms. Whitlock reported GJUESD has a long-established transitional bilingual program for Spanish-speaking students at Valley Oaks Elementary (TK-3). It is considered an early exit program where students learn just enough Spanish to stay up with their academics while learning English. The District has had bilingual programs at Fairsite, River Oaks, and Valley Oaks elementary schools.

Ms. Whitlock stated the District has formed a leadership committee and hired a consultant from California Association for Bilingual Education (CABE) to provide professional development. Additionally, dual immersion program visits are set up almost monthly over the next few months to visit established DLI programs.

Ms. Whitlock added 1,070 students in the school district have a primary or home language other than English. Of those, 96% of district second language learners speak Spanish, but, notably, there are 15 different languages in the District that comprise the other 4%.

Ms. Whitlock highlighted, the District has 15 teachers and 3 administrators with a BCLAD (Bilingual Cross-Cultural Language and Academic Development) certificate.

Ms. Whitlock reviewed the survey questions and responses.

Thomas Silva asked what kind of supports would the district offer parents that might feel like they're struggling to support their child in a DLI program? Ms. Whitlock indicated parent involvement is going to be a very important component of the program along with outreach to the school community. She indicated it is critical to start promoting a DLI program early to the entire school and community. The survey has been presented to the District English Learners Advisory Committee (DELAC), District Advisory Committee (DAC) and Parent (Special Education) Advisory Committee (PAC).

Traci Skinner, Board Member, asked if it would be possible to go visit some of the programs with staff?

Donna Whitlock said absolutely and would provide the Board with the schedule of visits.

Grace Malson asked how a DLI program would work with required foreign language courses at the high school district? Donna Whitlock indicated a DLI program would need to be coordinated with the high school district. She added, the high school district offers the seal of biliteracy, recognizing students who have studied and attained proficiency in two or more languages by high school graduation.

Lois Yount added, the middle school is planning to offer a foreign language class next year.

## 2. District Reading Assessment (DRA) Data

Claudia Del Toro-Anguiano, Curriculum Director, reported. She asked Thomas Silva to read aloud a quote. "*The most fundamental responsibility of schools is teaching students to read*" ~Teaching Reading is Rocket Science, 2020

Ms. Del Toro-Anguiano said the most fundamental responsibility of schools is teaching students to read because reading affects all academic areas and is associated with social-emotional, economic, and physical health.

Ms. Del Toro-Anguiano reported that District Reading Assessments or DRAs are administered from preschool up to grade six. This report will focus on grades TK-3.

The DRA is diagnostic in nature; it provides specific information on what reading skills students know and which ones they don't know. It helps to look at the type of errors students are making and how it affects reading comprehension. What strategies might have contributed to these results, what practices are in place to support the reading process, what factors might be considered when there are deep differences between student groups, what might be some barriers slowing down the reading process for some children and what type of support is needed.

Ms. Del Toro-Anguiano asked school administrators to speak to their assessments.

Leah Wheeler, Assistant Principal, Marengo Ranch and Greer, addressed the Board. She indicated they make academic adjustments based on student reading needs. Those adjustments include SIPPS pacing and expectations.

Ms. Wheeler added, teachers look beyond DRAs and look at MAP data and grades to determine what those students' needs are and what to do to support them. When reading interventions and strategies are not working, we look to our MTSS teams for strategies.

Judi Hayes, Principal, Lake Canyon, addressed the Board. She indicated before teachers came back to teach in August she invited all new teachers who would be teaching SIPPS to attend a special training and orientation introducing them to the SIPPS curriculum through the Center for Collaborative Classroom. All teachers in the District also received special professional development based around the science of reading. The teachers, then shared that information with their instructional assistants to set the stage for the interventions that they would provide.

Ms. Hayes said they kept it Nike simple with a one-word mission, this year, and that was simply *reboot* all of their successful social-emotional learning support systems. This includes community volunteers that come in and read with students who are struggling.

Laura Marquez, Assistant Principal, Valley Oaks, addressed the Board. She said Valley Oaks looked at first grade level data because they had the highest overall growth percentage. When they asked the first grade team directly, "what strategies and practices do you think contributed to the scores?" The teachers indicated they started students at SIPPS extension review lessons. This was different than past practices and really helped students meet benchmarks. Additionally, SIPPS training was provided to instructional assistants by district literacy leads. This was beneficial because it was personalized professional development.

Donna Gill, Principal, River Oaks, addressed the Board. She indicated the data didn't match other measurements like MAP scores or SIPPS process progress. So they took the benchmark assessment data as a grade level and reviewed it student by student. This afforded them the opportunity to provide targeted supports to individual students. These students are also being invited to participate in after school acceleration blocks.

Ms. Gill stated that her expectation is that by next trimester River Oaks DRA data will be very similar to MAP, SIPPS and benchmark assessments and the data will be reflective of the whole child and the progress they're making.

Kuljeet Nijjar, Prevention and Intervention Coordinator, addressed the Board. She said she will have some assessment data that she can share at a future board meeting. However, she wanted to take this opportunity to share work from the preschool to align with what is happening at the elementary schools because as the DRA data is showing, reading doesn't just start in kindergarten, it starts earlier. She indicated she has worked with preschool teachers to take a deeper dive into preschool learning standards and how they are teaching them. As a part of that work in aligning what they are doing at preschool with transitional kindergarten they implemented phonological awareness



assessments and instruction in addition to more literacy components within instructional practices.

Ms. Nijjar said the preschool is working with an organization called BGLAD to provide teachers with academic language instructional practices and the first coaching session is tomorrow. She acknowledged the preschool for taking this task to heart to better prepare early learners to be successful, as they transition onto transitional kindergarten and kindergarten.

Tina Homdus, Assistant Principal, McCaffrey Middle School, addressed the Board. She reported that McCaffrey has implemented the California Language and Learning Innovation Collaborations (CALLI) grant over several years to create a system change where students are reading to learn and applying those skills every day to understand the content. Ms. Homdus said McCaffrey is working to build out their CALLI team and call it a literacy team now.

Ms. Homdus added, when students came back to school after remote learning due to COVID-19, McCaffrey focused on the social emotional needs of students to feel comfortable and confident as learners in the school environment.

#### LCAP GOAL 2

##### 1. Transportation

Kerri Gardner, Transportation Supervisor, GJUESD and GJUHSD, provided updates on how transportation is going in both school districts, including the number of staff, students, routes, and Lisa Ostrander's retirement.

Ms. Gardner reported each school district would receive one electric bus, however delivery is delayed. Charging infrastructure construction will begin soon.

Ms. Gardner reviewed the requirements to become a school bus driver and the efforts to recruit new drivers.

Ms. Gardner reported the expansion of Traversa software to include:

1. GPS on Buses
2. Student & Medi-cal Tracking
3. Parent Notifications
4. Training Records
5. Electronic Route Sheets
6. Time Clock
7. Pre & Post Trip Inspection Tracking

Thomas Silva requested information on the annual number of miles traveled by the GJUESD. Ms. Gardner stated that she would forward that information to Mr. Silva.

Mr. Silva acknowledged the retirement and dedication of Lisa Ostrander on behalf of the entire Board.

## 2. Intramural Basketball

Lois Yount reported intramural basketball has begun, and a sports coordinator has been hired at each elementary site. The coordinators are:

- David Moore at Marengo Ranch
- Tiffany Lourence at Valley Oaks
- Heather Swain and then Danielle Ketner at River Oaks
- Crystal Vallejo at Greer
- Nikki Godinez at Lake Canyon

The District uses expanded learning funds to transport teams to games, pay for referees, supplies, and staff stipends.

### OTHER REPORTS

#### 1. California Schools Board Association (CSBA) Annual Education Conference (AEC)

Lois Yount reported she attended the conference with Traci Skinner and Casey Raboy. She included sample break-out sessions at the conference included:

- Mentally Healthy Schools
- California's Fiscal & Economic Outlook: Implications for K-12 Schools
- Critical Race Theory, Assembly Bill 101
- Superintendent Evaluation: Governance at its Core
- How to Develop Equitable and Authentic Family Engagement
- How to Lead Your Board Meetings Away from Criticism and Chaos to Decorum and Order
- Meeting the Needs of Long-term English Learners in California Public Schools

Ms. Raboy and Mrs. Skinner felt the in-person conference was a beneficial learning experience.

#### 2. Proposal COVID-19 Vaccine Mandates for Schools

Lois Yount reported. She shared a summary from Capital Advisors about the COVID-19 vaccine and the other ten vaccines that are already mandated. She indicated the legislature comes back into session in January and will determine the next steps. There is no new information since the proposal to mandate COVID-19 vaccines first came out.

Ms. Yount read aloud portions of the summary by Capitol Advisors.

Thomas Silva stated that a parent survey had been discussed. He now feels that a parent survey would be more useful if administered after the legislature is back and provides more direction.

Wesley Cagle asked the Board to consider holding hybrid school board meetings in the near future due to the new indoor public spaces mask mandate the state is implementing through January 15, 2022.

**H. Public Comments**

Beck Shala, Katherine Harper, Kristi Ward, and Hillary Lyman addressed the Board regarding the proposed COVID-19 Vaccine Mandates for Schools.

Gayleen Gomez and Amy Mangili emailed public comments, attached.

**I. Pending Agenda Items**

1. School District Properties
2. District Communications

**J. Adjournment 9:40 p.m.**

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*Traci Skinner, Clerk*

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*Date*



Kauai Bock <kbock@galt.k12.ca.us>

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## Re: Board Comment 12/13/21

1 message

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**Gayleen Gomez** <ggomez@galt.k12.ca.us>  
To: Superintendent Office <superintendent@galt.k12.ca.us>

Fri, Dec 10, 2021 at 8:01 AM

Good evening,

As a member of the Galt community an employee of this school district, and a registered voter, I support health and safety measures put in place in order to protect students, staff and their families. This includes indoor masking requirements among unvaccinated populations and vaccine mandates as determined necessary by health officials.

I do not support additional local control being given to our Board of Trustees. I find it utterly ridiculous that we are debating following health and safety precautions. It's time to stop this nonsense and for the leaders of this district to step up and say we are going to follow health and safety guidelines to keep students, staff, and families safe period. This is not about being popular. This is about keeping those you were put here to serve safe based on the facts put before you by the leaders of the scientific community. Let those who have a problem with science, the minority, move on.

I would also like to respond to the fact that my comment is in the form of an email verses speaking in-person to this board. I would like to kindly remind you that we here in Sacramento County are under an order from the Health Officer of Sacramento County, Dr. Olivia Kasirye, to wear face coverings in indoor public settings. This most recent order has been in place since July 29, 2021, yet this governing body does not enforce this order in this public, indoor setting. Therefore I will not, nor will many of the other parents, staff members, or constituents of this body attend these meetings in-person. Doing so would only put ourselves, our families, our students and our coworkers at risk. I work with 100s of young, unvaccinated people weekly. I certainly will NOT put them, or their families, at risk by attending such an event in-person without said county orders being adhered to as long as it is recommended by health experts to be doing so.

Thank you for your time,

Gayleen Gomez  
Valley Oaks Elementary School

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Gayleen D. Thrall-Gomez  
Valley Oaks Elementary School  
Physical Education Teacher  
[ggomez@galt.k12.ca.us](mailto:ggomez@galt.k12.ca.us)

Remind Code: @VOPE2122

"We ask ourselves, Who am I to be brilliant, gorgeous, talented, fabulous? Actually, who are you not to be?" - Marianne Williamson

From: **Amy Mangili** <[amangili@galt.k12.ca.us](mailto:amangili@galt.k12.ca.us)>  
Date: Fri, Dec 10, 2021 at 6:36 PM  
Subject: Board meeting 12/13  
To: <[superintendent@galt.k12.ca.us](mailto:superintendent@galt.k12.ca.us)>

Good evening,

I would like to address three things...

1. I have been watching the board meetings, and sadly, unable to attend because safety guidelines issued by the state are not being followed, This makes attending a board meeting, unsafe. If the mask mandate issued by the state had been enforced at the first board meeting that allowed for in person public comment, we wouldn't be in this predicament. If board members had refused to continue the board meeting with unmasked community members, this would not be a topic of conversation months later.
2. To the community members who are threatening to pull their kids from the district and put them in school elsewhere, do it. We can get through this without your ADA. We have weathered worse storms than this.
3. Now I am learning that I don't get a voice through this platform either? You took away Zoom as a platform for my words to be expressed. Then you took away the option of having my voice heard in person by not enforcing safety mandates requiring masks to be worn indoors. Now, I am learning you are taking away the opportunity to have my words read by others to the community, and instead will just be providing them to the board. This seems pretty one sided to me. This doesn't seem like a board who is following laws and policies and striving to make decisions for our city schools while putting their own personal beliefs and agenda aside. This is a board with an agenda that is acting as though anyone with beliefs or opinions who follows science should be canceled.

Sincerely,

Amy Mangili  
Valley Oaks



# CONSENT CALENDAR

## Human Resources

Recommend approval of the following:

<b>Resignations/Retirees</b>			
<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Site</b>
Bandy, Jo Ellen (Retirement, 29 years)	Food Service Lead	2/4/22	River Oaks
Garcia, Donna	Instructional Assistant	1/2/22	Vernon E. Greer
Gill, Donna (Retirement, 15 years)	Principal	6/28/22	River Oaks
Munoz, Janet (Retirement, 23 years)	ASES Coordinator	12/30/21	Vernon E. Greer
Quist, Christina	Food Service Worker	12/17/21	Vernon E. Greer
Rammer, Ron (Retirement, 30 years)	Principal	6/28/22	McCaffrey Middle
Rodriguez, Antonio	Instructional Assistant, ASES	12/17/21	McCaffrey Middle

<b>Leave of Absence Requests</b>			
<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Site</b>
Hopper, Joyce	Bus Driver	12/7/21	Transportation
Jones, Lori	District Clerk II	1/10/22	District Office
Muniz, Celeste	ASES Coordinator	1/10/22	Valley Oaks
Odell, Yvette	Secretary	1/10/22	Fairsite
Pierre, Anya	Teacher	3/11/22	River Oaks

<b>New Hires/Status Change</b>		
<b>Name</b>	<b>Position</b>	<b>Site</b>
Arrieta, Yolanda	Yard Supervisor	McCaffrey Middle
Ceja, Lorena	Instructional Assistant, ASES	Valley Oaks
Gomez, Maribel (Status Change)	Food Service Worker	Marengo Ranch
Harkness, Taryn	Instructional Assistant, Special Education	Fairsite
Leon, Janett	Yard Supervisor	Vernon E. Greer
Lopez, Shalise	Instructional Assistant, Special Education	Vernon E. Greer
Luna Garcia, Raquel	Counselor	McCaffrey Middle
Macias, Beatriz (Status Change)	Instructional Assistant, Bilingual	Fairsite
Martinez-Garcia, Cassandra	Instructional Assistant, Special Education	Lake Canyon
Mendoza, Francisco	Classified Substitute	N/A
Mejia Posas, Jose	Classified Substitute	N/A
Moore, Selena	Classified Substitute	N/A
Najera, Kelly	Yard Supervisor	Marengo Ranch
Prieto Chase, Lydia (Status Change)	Food Service Worker	Lake Canyon
Rivera Flores, Mayra	Yard Supervisor	McCaffrey Middle
Smith, Dania	Classified Substitute	N/A
Solomon, Benjamin	Certificated Substitute	N/A
Valencia, Eileen (Status Change)	Instructional Assistant, Special Education	Marengo Ranch



## CONSENT CALENDAR

Donations

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### District

- Galt's Walmart donated school supplies valued at \$1500.00 for schools use



## CONSENT CALENDAR

### Non Public Schools/Agencies Contracts

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

1. The Stepping Stones Group:

GJUESD is contracting for Registered Nurse Services while we work to fill our Credentialed School Nurse vacancy. We are also contracting for a Licensed Vocational Nurse (LVN) to cover the medical needs of students in the SCOE program at Greer



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

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

***2021-2022***

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Contract Year 2021-2022

           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.

           Extension of the Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days at the sole discretion of the LEA and in accordance with Section 4 of this Master Contract. Expiration Date:

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LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGANCY/RELATED SERVICES PROVIDER: The Stepping Stones Group**

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or "Contract") is entered into on July 1, 2021, between GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT hereinafter referred to as the local educational agency ("LEA") or "District" and The Stepping Stones Group (nonpublic, nonsectarian school or agency), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and 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 by LEA and CONTRACTOR. These forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the LEA student's Individualized Education Program (hereinafter referred to as "IEP"). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer LEA student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent. 2.

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

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State 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 in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

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

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA 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, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

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

The term of this Contract shall be from July 1, 2021 to June 30, 2022, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2022. If the parties have not reached agreement by June 30<sup>th</sup>, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the 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 Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the term 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 NPS/A.

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 and

LEA voluntarily agree otherwise, or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State 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:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(1) or (b)(2),
  - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
  - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
  - v. a surrogate parent.
- Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this 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 LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public

class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

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

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall 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 Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$5,000,000 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. CONTRACTOR must provide proof that CONTRACTOR's Commercial General Liability Insurance covers 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 and provide proof to LEA thereof.

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

Part A – Statutory Limits

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

- D. **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 Contract and periodically thereafter upon request, shall furnish 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 LEA and LEA's Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement, and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies 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 declared to and approved by LEA. At its option, LEA may require CONTRACTOR, at CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by LEA or eliminate such deductibles or self-insured retentions with respect to 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 performed in connection with this Contract, CONTRACTOR's insurance coverage shall be the primary insurance with respect to LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LEA, its subsidiaries, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

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

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

#### 16. **INDEMNIFICATION AND HOLD HARMLESS**

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

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

#### 17. **INDEPENDENT CONTRACTOR**

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

employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

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

## **18. SUBCONTRACTING**

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

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

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

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by

CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may, 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, CONTRACTOR may provide an IEE.

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

## **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 NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility. Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

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

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

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

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have 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 Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.



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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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

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

### **25. CALENDARS**

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the

submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the NPS/A. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by and LEA students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, 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 NPA:

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

**26. DATA REPORTING**

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

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

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

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

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the LEA 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 Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute

sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

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

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

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall complete a BER when a emergency intervention is used. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the LEA student; (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 an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours. In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the LEA student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the student's BIP. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

CONTRACTOR shall review and revise all restraint practices when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

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

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

### **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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory

offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

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

### **32. IEP TEAM MEETINGS**

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

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

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

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

**33. SURROGATE PARENTS AND FOSTER YOUTH**

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

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 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. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

**37. TRANSCRIPTS**

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

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM NPS/A**

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential



treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) 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; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

#### **42. STATE MEAL MANDATE**

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

#### **43. MONITORING**

When CONTRACTOR is a NPS, the CONTRACTOR shall grant LEA, and/or LEA's designee access to its facilities for the purpose of conducting onsite visits in accordance with Education Code section 56366.1, subdivision (e)(3). The NPS shall, at minimum, grant access for at least one annual onsite monitoring visit. In addition, if the LEA does not currently have a student enrolled in the NPS, the NPS shall grant access for an onsite visit prior to the placement of any student. For each onsite visit, the NPS will ensure that the LEA or its designees is granted access sufficient for an observation of each LEA student, and a walkthrough of the facility.

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

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

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

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

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

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

## PERSONNEL

### 44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

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

### 45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall 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 LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

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

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a NPS and a LEA student'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. 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 NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

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

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

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

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

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 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 the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff.

CONTRACTOR is also to confidentially notify LEA, Special Education Director and CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

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

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

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State laws. If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly

invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

#### **57. RIGHT TO WITHHOLD PAYMENT**

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

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



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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

#### **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

#### **59. 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 the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student’s IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If NPS remains open during any of the above-circumstances and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If NPS is closed due to any of the above-circumstances and LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found, so long as CONTRACTOR complies with Paragraph 60(d), below.
- c. If both LEA and NPS are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement for the LEA student can be found so long as CONTRACTOR complies with Paragraph 60(d), below. If

LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

- d. CONTRACTOR shall, in the case of school closures due to any of the above-circumstances, continue employment of all appropriate NPS/NPA staff and continue implementing ISAs for enrolled students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario, CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) required to access and participate. Further, CONTRACTOR will complete a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing, and provide such documentation to LEA on a monthly basis along with written certification that all appropriate NPS/NPA staff remain employed with CONTRACTOR and ISAs continue to be implemented.
- e. In the event of NPS closure due to any of the above-circumstances, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

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

#### **61. INSPECTION AND AUDIT**

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

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

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

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

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

**62. RATE SCHEDULE**

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

When CONTRACTOR is a NPS associated with a RTC (“NPS/RTC”), Educationally Related Mental Health Services (“ERMHS”) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB (“ERMHS + Room and Board”). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

**63. DEBARMENT CERTIFICATION**

By signing this Contract, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- (b) 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, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1<sup>st</sup> day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR****The Stepping Stones Group****Nonpublic School/Agency****LEA****GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT****LEA Name****By:** \_\_\_\_\_**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Sara Palmer, Western Market President

**Name and Title of Authorized Representative****By:** \_\_\_\_\_**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Donna Whitlock, Director of Educational Services

**Name and Title of Authorized Representative****Notices to LEA shall be addressed to****Name and Title:** Donna Whitlock, Director of Educational Services**LEA:** GALTJOINT UNION ELEMENTARY SCHOOL DISTRICT**Address:** 1018 C Street, Suite 210**City:** Galt **State:** California **Zip:** 95632**Phone:** 209-744-4545, ext. 303 **Fax:** 209-744-4554**Email:** dwhitlock@galt.k12.ca.us**Additional LEA Notification (Required if completed)****Name and Title:** Stephanie Gutierrez, Program Specialist**Address:** 1018 C Street, Suite 210**City:** Galt **State:** California **Zip:** 95632**Phone:** 209-744-4545, ext. 339 **Fax:** 209-744-4554**Email:** sgutierrez@galt.k12.ca.us**Notices to CONTRACTOR shall be addressed to:****Name and Title:** Janine Mahon, Director of Career & Client Services**NPS/A:** The Stepping Stone Group**Address:** 5000 Birch Street, West Tower, Suite 3000**City:** Newport Beach **State:** California **Zip:** 92660**Phone:** 323-505-9919 **Fax:** 866-635-2855**Email:** janine@thestepingstonesgroup.com

**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Stepping Stones Group

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate:
  
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>		
<u>Language and Speech (415)</u>	<u>\$88.00 - \$95.00</u>	<u>hourly</u>
<u>Adapted Physical Education (425)</u>		
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$65.00 - \$70.00</u>	<u>hourly</u>
<u>Health and Nursing: Other Services (436)</u>	<u>\$45.00 - \$60.00</u>	<u>hourly</u>
<u>Assistive Technology Services (445)</u>		
<u>Occupational Therapy (450)</u>	<u>\$88.00 - \$95.00</u>	<u>hourly</u>
<u>Physical Therapy (460)</u>	<u>\$88.00 - \$95.00</u>	<u>hourly</u>
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>		
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>	<u>\$75.00 - \$80.00</u>	<u>hourly</u>
<u>Psychological Services (530)</u>	<u>\$95.00 - \$105.00</u>	<u>hourly</u>
<u>Behavior Intervention Services (535)</u>		
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

**EXHIBIT B: 2021-2022 ISA**

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

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_

(Last) (First) (M.I.)  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

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

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

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

**B. RELATED SERVICES:**

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



SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

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

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

4. Other Provisions/Attachments:

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

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

6. Progress Reporting

Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other, Specify: \_\_\_\_\_

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

-CONTRACTOR-

-LEA/SELPA-

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

\_\_\_\_\_  
(Name of LEA/SELPA)

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

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

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

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

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

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



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> January 26, 2022	<b>Agenda Item: 212.265</b> Consent Calendar (continued)- Items Removed For Later Consideration
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <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> January 26, 2022	<b>Agenda Item: 212.266</b> Board Consideration of Approval of Stipulated Expulsion Case #21/22-01 Recommendation
<b>Presenter:</b> Donna Whitlock	<b>Action Item:</b> XX <b>Information Item:</b>



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.267</b> Board Consideration of Approval of Resolution No. 9 Supporting Personal Belief Exemptions Related to the COVID-19 School Vaccine Mandates
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

The Board will review and discuss whether to pass Resolution 9 related to personal belief exemptions for students and staff if the COVID-19 vaccine were mandated under Health and Safety Code sections 120325-120380.

At the October 27, 2021, regular board meeting, the Board of Trustees directed the Superintendent to draft a letter recommending parental and personal choice to state and local officials. The attached letter was sent to state and local officials, the State Public Health Officer, and the Sacramento County Health Officer.

**COVID-19 Vaccine Mandate: Updates from California School Board Association**

“California lawmakers want stronger policies when it comes to vaccine requirements, but just what those policies will look like is still up for debate. Given the quickly changing nature of the virus and new information about how variants interact with vaccines, writing legislation is a complicated task. A group of eight Democratic lawmakers on Wednesday, January 19, announced the formation of a Vaccine Work Group with the goal of developing “cohesive and comprehensive, evidence-based policies” to stop the spread of COVID-19 and other diseases while battling misinformation. The group plans to examine data, hear from experts and determine the best approaches to promoting vaccines.”

“Lawmakers previously floated ideas about requiring vaccines to enter businesses or outlawing the personal belief exemption for school vaccinations, but have yet to introduce a bill. Even if lawmakers come to a consensus and propose a bill, it could be months before it becomes law. In order to take immediate effect, a piece of legislation would have to be passed with a so-called urgency clause, which requires a two-thirds majority. Sen. Richard Pan (D-Sacramento) said in December that anything the Legislature passes related to vaccine mandates probably wouldn’t take effect until 2023. The work group has been reviewing potential legislation related to vaccines, including access to shots and rules for schools and workplaces.”

**Attachments:**

1. Resolution 9
2. Letter to state and local officials

**Galt Joint Union Elementary School District**  
**Resolution No. 9**  
**Resolution Supporting Personal Belief Exemptions Related to the**  
**COVID-19 School Vaccine Mandates**

**WHEREAS**, on October 1, 2021, Governor Gavin Newsom stated that students will be required to be vaccinated or complete an approved exemption form for in-person learning, starting the term following Federal Drug Administration (FDA) full approval of the vaccine for their grade span (7-12 and K-6); and that adults in the school setting should be held to the same standards as students for the COVID-19 vaccine; and

**WHEREAS**, Governor Newsom directed the California Department of Public Health (“CDPH”) to add the COVID-19 vaccine to other vaccinations required for in-person school attendance under Health and Safety Code sections 120325-120380; and

**WHEREAS**, unless the COVID-19 vaccine is added to the list of vaccinations required for in-person school attendance, Health and Safety Code section 120338 permits a personal belief exemption from the vaccination requirement; and

**WHEREAS**, if the California Legislature expressly lists the COVID-19 vaccine in Health and Safety Code sections 120325-120380, the personal belief exemption option would be removed; and

**WHEREAS**, the Galt Joint Union Elementary School District and all other California school districts already struggle to find qualified employees for both certificated and classified positions, and requests the option to continue COVID-19 testing in lieu of mandatory vaccination for school district employees; and

**WHEREAS**, the Galt Joint Union Elementary School District public schools have operated in-person learning safely since reopening in the fall of 2020 without available vaccines or COVID-19 vaccination mandates for most of that time; and

**WHEREAS**, the Galt Joint Union Elementary School District has received community concerns with the anticipated student vaccine mandate; and

**WHEREAS**, the Board of Trustees values the input of all constituents on matters related to COVID-19 and the health and safety of students and staff at District schools; and

**WHEREAS**, the Galt Joint Union Elementary School District supports individual and parental requests for informed consent and strongly encourages the State to maintain medical and personal belief exemptions regarding the COVID-19 vaccination requirement for students; and

**NOW, THEREFORE, BE IT RESOLVED** that the Galt Joint Union Elementary School District Board of Trustees urges Governor Newsom and the legislature to include a personal belief exemption when the COVID-19 vaccine is added to the other vaccinations required for in-person school attendance (Health and Safety Code sections 120325-120380);

**BE IT FURTHER RESOLVED** that the Board of Trustees urges Governor Newsom and the legislature to include a personal belief exemption when the COVID-19 vaccine mandate becomes effective; and

**BE IT FURTHER RESOLVED** that, despite the objections stated above, the Board of Trustees directs the Superintendent to comply with all current and future COVID-19 vaccine mandates.

The foregoing Resolution was passed and adopted by the Board of Trustees of the Galt Joint Union Elementary School District of Galt, California, at a regular meeting of the Board of Trustees held on January 26, 2022 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

---

Thomas Silva, President



# 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)

November 8, 2021

To: Assemblyman Jim Cooper  
Representing House District 09  
State Capitol Room 6025  
PO Box 942849  
Sacramento, CA 94249-0009

Senator Susan Talamantes Eggman  
Representing Senate District 05  
31 E. Channel, Suite 440  
Stockton, CA 95202

Congressman Jerry McNerney  
Representing California's 9th District  
2222 Grand Canal Blvd. #7  
Stockton, CA 95207

Supervisor Don Nottoli  
Sacramento County Board of Supervisors  
700 H Street, Suite 2450  
Sacramento, CA 95814

Governor Gavin Newsom  
1303 10th Street, Suite 1173  
Sacramento, CA 95814

From: Galt Joint Union Elementary School District Board of Trustees

Subject: October 1, 2021 Proposal for COVID-19 Vaccine Requirement for Schools

The Galt Joint Union Elementary School District (GJUESD) serves approximately 3,500 students in prekindergarten through eighth grade. It employs over 500 staff members that operate a school readiness center, five elementary schools, and one middle school.

The GJUESD has implemented the COVID-19 Public Health Guidance for K-12 Schools in California since reopening for full in-person instruction on August 19, 2021. Following these guidelines, GJUESD has experienced a downward trend of positive COVID-19 cases and with students and staff in quarantine. We continue to prioritize the health and safety of our students and staff by following this guidance.

The Governor's October 1, 2021 announcement of a mandatory vaccine requirement for all students and staff has created unrest and controversy in our communities and school systems like no other. Parents, staff, and community members have expressed concern regarding the lack of parental and personal choice with this proposed mandate.

In opposition to this vaccine mandate, GJUESD had 34% of our students and 15% of our staff absent from school on Monday, October 18, 2021. By instituting a state-wide mandate of this fashion, families in GJUESD will be forced to make a personal decision that could include pulling their children from public education. Such a state mandate will increase the declining

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Lois Yount, District Superintendent, Nicole Lorenz, Chief Business Officer  
Claudia Del Toro-Anguiano, Curriculum Director ~ Donna Mayo-Whitlock, Educational Services Director

*Board of Trustees: Thomas Silva, Wesley Cagle, Traci Skinner, Grace Malson, Casey Raboy*



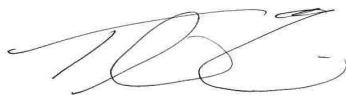
enrollment we have in GJUESD and many similar districts in California. State-wide, enrollment in K-12 public schools declined by almost 3% in 2020-21 and the California Department of Finance projects enrollment will decrease 11.4% by 2031.

The governing board of the GJUESD requests that the governor and legislature uphold the constitutionally guaranteed right to provide informed consent before proceeding with any medical procedure. The state should allow for parents, students, and staff to have a choice in the matter by recommending and not requiring the COVID-19 vaccine for students and staff of K-12 Local Education Agencies. The current weekly testing or voluntary vaccination system is working well in GJUESD. If the vaccine is mandatory, GJUESD requests the ability to honor religious, medical, and personal belief exemptions.

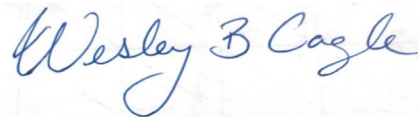
In conclusion, we respectfully request that you listen to the voices of parents requesting informed consent as you make decisions based on this proposal to mandate vaccines for all students and staff in K-12 schools.

Sincerely,

Galt Joint Union Elementary School Board of Trustees



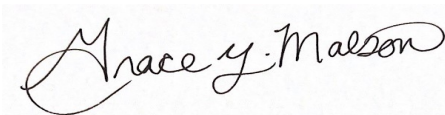
Thomas Silva, Board President



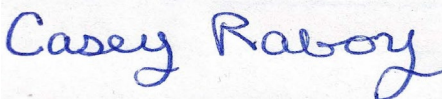
Wesley B. Cagle, Vice President



Traci Skinner, Clerk



Grace Y. Malson, Board Representative



Casey Raboy, Member



Lois Yount, Superintendent

cc: Olivia Kasirye, MD, MS, Sacramento County Public Health Officer  
Tomás J. Aragón, MD., D. PH, State Public Health Officer & Director



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.268</b> Board Consideration Of Approval To Re-Open Fairsite Elementary Due To Implementation Of Universal Transitional Kindergarten (UTK) And Establishment Of New County District School (CDS) Code.
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

Fairsite Elementary closed in 2009 and has been used as a State Preschool facility since then for 3 and 4-year-olds. The district also has Transitional Kindergarten (TK) students at all elementary school sites. With the implementation of Universal Transitional Kindergarten (UTK), there is a need to expand and centralize the program. Fairsite is an existing facility with the capacity to house the entire program. To do so, Fairsite needs to be established again as an Elementary School. This is accomplished by applying for a new County District School (CDS) Code through the California Department of Education (CDE).

### Fairsite Facilities

Over the last five years, the district has been upgrading the facilities at Fairsite and the school is inspected annually. Upgrades include the following:

- Security fencing
- Surveillance cameras
- New flooring
- HVAC systems
- Remodel of bathrooms and removal of dilapidated bathroom
- Repair of portable ramps
- New playground structure
- Asphalt slurry
- Lighting upgrades

Additional upgrades in 2022:

- New flooring
- HVAC systems
- Lighting upgrades
- Upgrades to the additional playground structure

Board approval is required for the application to be approved by the California Department of Education (CDE).

Attached:

1. Districtwide facility inspection scores
2. Facility Upgrades powerpoint
3. CDS application for a new school CDS code

**GALT JOINT UNION  
ELEMENTARY SCHOOL DISTRICT  
INDEX AND SCORES**

<b>SCHOOL</b>	<b>2015 SCORE</b>	<b>2016 SCORE</b>	<b>2017 SCORE</b>	<b>2018 SCORE</b>	<b>2019 SCORE</b>	<b>2020 SCORE</b>	<b>2021 SCORE</b>
FAIRSITE ES	86.97%	79.91%	78.30%	77.15%	82.70%	79.68%	83.45%
LAKE CANYON ES	92.24%	76.48%	81.70%	82.88%	89.81%	90.73%	91.89%
MARENGO RANCH ES	88.48%	82.24%	83.24%	81.18%	88.26%	90.80%	93.95%
RIVER OAKS ES	89.46%	72.73%	81.74%	77.72%	83.58%	87.70%	91.86%
VALLEY OAKS ES	85.18%	69.81%	80.07%	82.37%	83.50%	87.25%	89.35%
VERNON E. GREER ES	88.45%	69.81%	80.64%	77.80%	87.91%	87.23%	91.12%
McCAFFREY MS	93.12%	76.48%	85.24%	84.34%	85.76%	86.18%	89.02%

# FAIRSITE PRESCHOOL READINESS CENTER

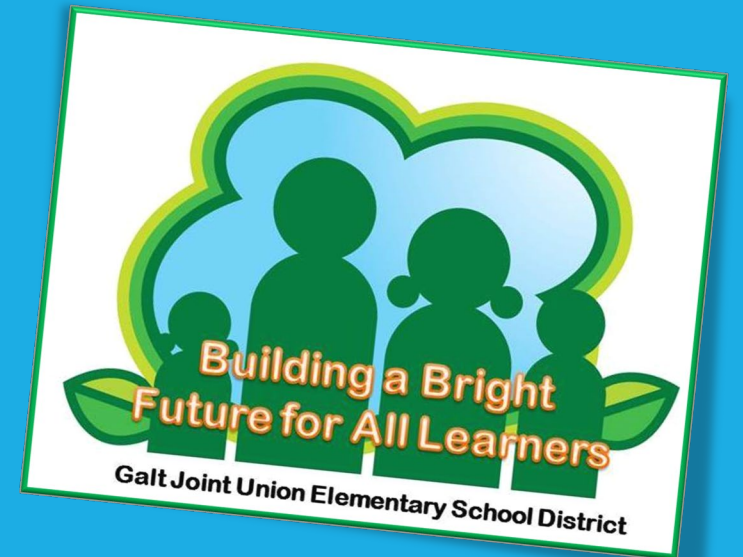
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## FACILITY UPGRADES

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902 CAROLINE AVENUE  
GALT, CA 95632



# Campus-wide Security Fencing



# New tables & fencing

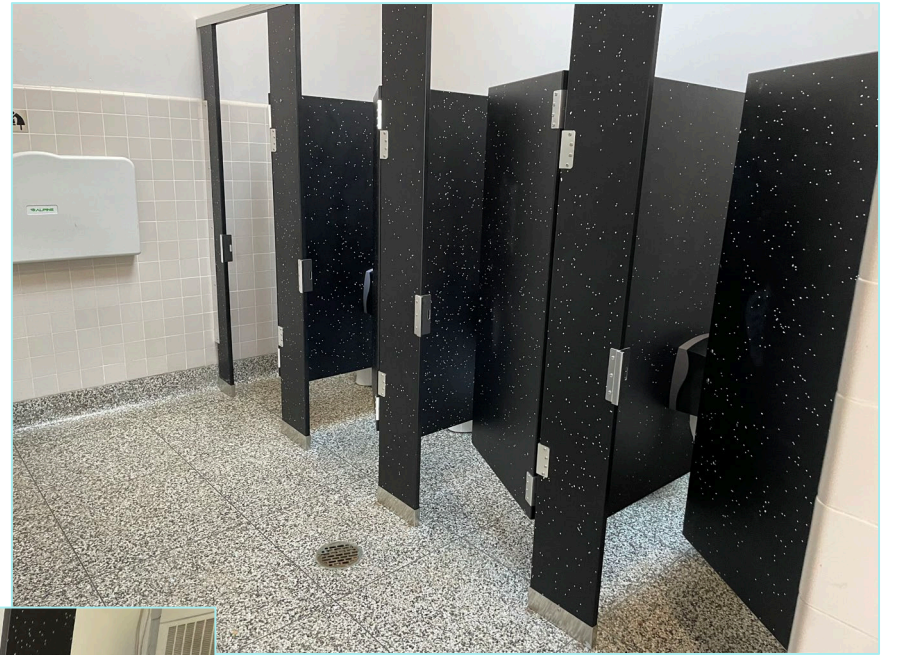




# Makerspace/STEAM Room







# THANK YOU!



# Application for a New School CDS Code

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## Application Status

**Confirmation Number:** 211220151636173-HG4G

**Date Submitted:** 12/20/2021 03:16 PM

**School CDS Code:** Pending Approval

**Files Uploaded:** 0

## School Information

1. **\*State Board of Education or Regional Occupation Center/Program:** No
2. **\*County:** Sacramento
3. **\*District:** Galt Joint Union Elementary
4. **\*School:** Fairsite Elementary
5. **\*School Type:** Elementary Schools (Public)
6. **\*Educational Program:** Traditional
7. **\*Open Date:** 08/15/2022
8. **\*Estimated Enrollment:** 130
9. **\*Low Grade:** Pre-School
10. **\*High Grade:** Grade Six
11. **\*Virtual Status:** Not Virtual
12. **\*Year Round:** No
13. **\*Magnet:** No
14. **Email:** No Data
15. **Website:** No Data
16. **\*Phone Number:** (209) 744-4545
17. **Phone Extension:** No Data
18. **Fax:** No Data
19. **\*Education Code:** Permissive school code EC §§35160, 35160.1, 35160.2

## School Physical Address

20. **\*Street:** 902 Caroline Street
21. **\*City:** Galt
22. **\*State:** CA
23. **\*Zip:** 95632
24. **Zip4:** No Data

## School Mailing Address

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- 25. Street:** 902 Caroline Street
- 26. City:** Galt
- 27. State:** CA
- 28. Zip:** 95632
- 29. Zip4:** No Data

## Principal Information

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- 30. \*First Name:** Kuljeet
- 31. \*Last Name:** Nijjar
- 32. \*Job Title:** Principal
- 33. \*Email:** knijjar@galt.k12.ca.us
- 34. \*Phone Number:** (209) 745-2506
- 35. Phone Extension:** 303

## Charter School Information

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- 36. \*Charter School:** No


## Applicant Information

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- \*Applicant's Name:** Nicole Lorenz
- \*Applicant's Email:** nlorenz@galt.k12.ca.us



## Signature Page

Please have the district superintendent review and sign this page. Once signed, please submit it to the CBEDS/CDS Support Office via [Upload Files](#) , email at [cgsadmin@cde.ca.gov](mailto:cdsadmin@cde.ca.gov), fax at 916-327-0195, or mail it to the address below.

CDS Administration  
 CBEDS/CDS Support Office  
 California Department of Education  
 1430 N Street, Suite 6308  
 Sacramento, CA 95814

### Summary of CDS Code Application Information

**Confirmation Number:** 211220151636173-HG4G

**School:** Fairsite Elementary

**County:** Sacramento

**District:** Galt Joint Union Elementary

**School Type:** Elementary Schools (Public)

**Educational Program:** Traditional

**Charter:** No

**State Board of Education or Regional Occupation Center/Program:** No

**Open Date:** 08/15/2022

**Estimated Enrollment:** 130

**Grade Span:** Pre-School - Grade Six

**Physical Street:**  
 902 Caroline Street  
 Galt, CA 95632

**Principal Name:** Kuljeet Nijjar

### District Superintendent's Certification

I hereby confirm that the local governing board has approved the establishment of the above listed school and that the information contained in this Application for a CDS Code is true and accurate. \*

**Printed Name:** Lois Yount

**Job Title:** Superintendent

**Date:** January 26, 2022

**Signature:** 

\*This signature page includes only selected fields from the CDS Code Application. Please review the complete CDS Code Application for further information.



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.269</b> Board Consideration of Resolution No. 10 Accepting Final Completion of Contract for Greer Elementary HVAC Upgrades and Roof Replacement S&B James Construction Management Company
---------------------------------------	--

<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>
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On April 28, 2021, the board approved a Lease-Leaseback Agreement between the District and S&B James Construction Management Company for the Greer Elementary School HVAC Upgrades and Roof Replacement. This project has been substantially completed and we are requesting Board approval of Resolution No. 10, Notice of Completion.

Construction services included:

- Replacement and Repair of Dry Rot at Portable Classrooms
- Exterior Painting
- Replacement and/or Repair of Roofs
- Replacement of 16 HVAC Units
- All new HVAC controls
- Complete fire alarm replacement

Original contract amount was \$2,606,976. Due to the fire alarm replacement addition, the final contract increased by \$44,398.

The Notice will be sent to the Sacramento County Recorder’s Office for recording with board approval. Included is the contingency log.

Final Contract Amount: \$2,651,374. State facility Funds (Facility Hardship)

**RESOLUTION NO. 10**

**BEFORE THE BOARD OF EDUCATION  
OF THE GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**ACCEPTING FINAL COMPLETION OF CONTRACT FOR GREER  
ELEMENTARY HVAC UPGRADES AND ROOF REPLACEMENT  
S+B JAMES CONSTRUCTION MANAGEMENT COMPANY**

**WHEREAS**, on the 28th of April, 2021, a Lease-Leaseback Agreement was entered into by and between the Galt Joint Union Elementary School District, State of California, as Owner, and S+B James Construction Management Company, Sacramento, California, 95691 as Contractor, for the Greer Elementary School HVAC Upgrades and Roof Replacement (the "Project") in accordance with the plans and specifications thereof;

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

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

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

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

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

**PASSED AND ADOPTED** this 26th day of January, 2022, by the following vote of the Board of Education of the Galt Joint Union Elementary School District:

AYES:  
NOES:  
ABSENT:

Galt Joint Union Elementary School District

\_\_\_\_\_  
Tom Silva, President

ATTEST:

\_\_\_\_\_

Vernon Greer Elementary School

PCO #	Description	Document Reference	ROM	Date Submitted	Status	Final Amount	Date Approved/Rejected	Design Contingency	Construction Contingency	Allowance	Comments	
14	ALLOWANCE: Dry-Rot Trim Repair where Coping is Removed			7/14/2021	APPROVED	\$ 8,900.00	7/14/2021			\$ 8,900.00	Repurposed to Portable Rough Carpentry repairs.	
	ALLOWANCE: Exterior Stucco Patching at Cracks										ROM: \$7,500	
13	ALLOWANCE: Fire Alarm Investigation	Owner Request			APPROVED	\$ 12,000.00	6/3/2021			\$ 12,000.00	Total of this in addition to the item below matches the FA contract award.	
13	ALLOWANCE: Fire Alarm Replacement	Owner Request			APPROVED	\$ 303,336.00	6/3/2021			\$ 303,336.00	To be used for Fire Alarm award. Fire watch, overtime, etc. to be evaluated at time of drawing completion & permit.	
1	Painted Signage Office & Library	Field										
2	Credit to Reuse Existing Exhaust Fan Curbs	RFI 03		6/9/2021	APPROVED	\$ (12,360.00)	6/9/2021		\$ (12,360.00)			
3	Building D Lighting (9 out of 9)	Stephanie		6/23/2021	APPROVED	\$ 4,154.00	6/23/2021	\$ 4,154.00			Per phone conversation with Lois 6/23/21.	
4	Remove and Repaint Door-Swing Radius on Ground	Stephanie										
5	Removal and Reconnection of Kitchen Refrigeration Unit	Field		7/7/2021	APPROVED	\$ -	7/14/2021		\$ -		Approved to proceed on T&M.	
6	Painting of Ornamental Fencing	Stephanie										
7	Portable Roof Coating	Field									ROM: \$201,783. No longer proceeding.	
8	HVAC Weekend Installation Impact	Email										
9	Building D Stenciling "Vernon E Greer Elementary"	Stephanie										
10	Painting of Marquee	Stephanie										
11	Portable Wish-List Repairs	Field		7/21/2021	APPROVED	\$ 15,000.00	7/21/2021		\$ 15,000.00		Approved in OAC Meeting 7/21. (Proposed ROM: \$31,608)	
12	Painting of Playground Side Chainlink	Stephanie										
15	Perform Fire Alarm Work Off Hours	DSA		9/24/2021	APPROVED	\$ 40,303.00		\$ 40,303.00				
16	Additional GC's/GR's for Fire Alarm Work (Includes Insurance, Builders Risk, Bonds & Fee)	DSA		9/24/2021	APPROVED	\$ 32,356.00			\$ 32,356.00			
17	Troubleshooting Security Faults	Field										
18	Ansul System & MAU Integration	RFI 09		8/16/2021	APPROVED	\$ 3,387.33			\$ 3,387.00		Approved via Email 8/16/21	
19	Fire Smoke Damper	Field		8/11/2021	APPROVED	\$ 1,027.00			\$ 1,027.00		Approved on OAC 8/11/21	
20	Exhaust Fan Duct Work	RFI 10									ROM: \$3,600. No longer proceeding.	
21	Replacement of (2) Existing Disconnects	Field		8/18/2021	APPROVED	\$ 2,414.00			\$ 2,414.00		Approved on OAC 8/18/21. To be done on off-hours for minimal impact.	
22	New Fire Alarm Devices (Assuming Open Run cabling & LHD removed from Inaccessible Space)	DSA Approved Drawings		9/24/2021	APPROVED	\$ 40,483.00				\$ 40,483.00	Approved via email.	
23	Omission of Damper Relays in Building D	RFI 13		10/29/2021	APPROVED	\$ (400.00)			\$ (400.00)		Approved on OAC 12/15/21	
24	Notification Device Elevations	RFI 14		11/3/2021	APPROVED	\$ 893.00			\$ 893.00		Approved on OAC 12/15/21	
25	Omission of Devices Underneath the Stage	RFI 15		11/3/2021	APPROVED	\$ (400.00)			\$ (400.00)		Approved on OAC 12/15/21	
26	Clarifications on Existing Devices	RFI 17		11/17/2021	APPROVED	\$ 1,358.00			\$ 1,358.00		Approved on OAC 12/15/21	
27	Sprinkler Riser in Building D	CCD 005		12/9/2021	APPROVED	\$ 621.00			\$ 621.00		Bockmon & Woody agreed to discount \$310. Approved OAC 1/5/22	
28	Smoke Curtains in Building D	CCD 005		12/15/2021	APPROVED	\$ -			\$ -		Bockmon & Woody agreed to discount \$310. Approved OAC 1/5/22	
29	Credit for Regular Hours	Owner Request		1/5/2022	APPROVED	\$ (2,072.00)			\$ (2,072.00)		Approved on OAC 1/5/22	
			<b>ROM TOTAL</b>			\$ -						
								<b>Total</b>	\$ 44,457.00	\$ 41,824.00	\$ 364,719.00	
								Total Original in GMP	\$ 39,101	\$ 39,101	\$ 328,400	
								Transfer				
								Total Approved	\$ 44,457	\$ 41,824	\$ 364,719	
								Remaining	\$ (5,356)	\$ (2,723)	\$ (36,319)	

Cumulative Contingency Remaining	\$ (8,079)
Allowance Remaining	\$ (36,319)
<b>LESS ROM TOTAL</b>	<b>\$ -</b>
<b>Cumulative Contingency and Allowance Remaining W/ ROM Pricing Included</b>	<b>\$ (44,398)</b>

<b>Total Estimate dated 4/16/2021</b>	<b>\$ 2,606,976.00</b>
PCCO 004 - Fire Alarm Replacement Supplement	\$ 44,398.00

**Revised Contract Amount \$ 2,651,374.00**





## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.270</b> Board Consideration of Approval of Cooperative Agreement Between GJUESD and Turning Point Community Programs
<b>Presenter:</b> Donna Whitlock	<b>Action Item:</b> XX <b>Information Item:</b>

The Cooperative Agreement between the GJUESD and Turning Point Community Programs will benefit GJUESD students in grades PK-8 with, or at risk of, Emotional/Behavioral Disabilities, by facilitating accessible, school-based behavioral health care services for students.

TURNING POINT will be provided a room at Fairsite to serve as their main Galt office and may provide the following services for students at mutually selected schools:

1. Individual and/or family assessment
2. Individual, group and family counseling
3. Parent education
4. Assist in the analysis of the student's behaviors on-site where the behaviors occur
5. Assist in the design, development and monitoring of a behavior management program for the student
6. Coordinate community services and resources on behalf of children and families when providing Case Management
7. Other therapeutic services as specified by the plan of care
8. Crisis screening and/or intervention
9. Training in behavioral health matters to family members
10. Services to GJUESD staff: Consultation regarding behavioral health issues including trauma-informed interventions and best practices and other trainings and/or consultation as requested

**COOPERATIVE AGREEMENT  
BETWEEN THE GALT JOINT UNION ELEMENTARY  
SCHOOL DISTRICT AND TURNING POINT  
COMMUNITY PROGRAMS**

THIS AGREEMENT entered into this 22 day of December 2021/22 by and between **The Galt Joint Union Elementary School District**, a public school district existing under the laws of the state of California, party of the first part, with an office and place of business at 1018 C Street, hereinafter called "The GJUESD" and **Turning Point Community Programs**, a California not-for-profit Corporation, with corporate offices located at **10850 Gold Center Dr. Suite 325, Rancho Cordova, CA 95670**, hereinafter referred to as "TURNING POINT".

WITNESSETH

WHEREAS, a mutual Agreement between The GJUESD and TURNING POINT will benefit students with, or at risk of, Emotional/Behavioral Disabilities, by facilitating the provision of accessible, school-based behavioral health care services and,

WHEREAS, TURNING POINT certifies to The GJUESD that it is a California licensed provider of behavioral health care services and/or case management and,

WHEREAS, The GJUESD school(s) will be the site(s) of the behavioral health care services and/or case management and,

WHEREAS, a unified, coordinated system of education and behavioral health care services will further encourage the progress of students with, or at risk of, Emotional/Behavioral Disabilities students and,

WHEREAS, this mutual Agreement may result in the ability to access available monies for such services by TURNING POINT.

NOW THEREFORE be it covenanted and annually agreed by and between the parties hereto as follows: The term of this Agreement shall commence on the signature of parties, and, unless renewed, terminate on 06/30/2022 in accordance with any provisions of this Agreement.

Unless otherwise indicated, this agreement will extend from year to year automatically. This agreement may be terminated for any or no reason at all, by either party, at any given time upon no less than thirty (30) days written notice to the other party. The agreement shall commence on 01/01/2022.

This Agreement may be amended by the GJUESD, as deemed necessary, with the consent of TURNING POINT.

This Agreement shall be governed by the Laws of California. The parties hereto agree to adhere to all applicable local, state and federal laws and policies and procedures of The GJUESD.

TURNING POINT may provide the following services for students at mutually selected schools, when, and as permitted by the available resources, unless delivery of such services is deemed inappropriate, with written permission of the parent or other legal guardian or adult student:

1. Individual and/or family assessment
2. Individual, group and family counseling
3. Parent education
4. Assist in the analysis of the student's behaviors on-site where the behaviors occur
5. Assist in the design, development and monitoring of a behavior management program for the student
6. Coordinate community services and resources on behalf of children and families when providing Case Management
7. Treatment plan
8. Other therapeutic services as specified by the plan of care
9. Crisis screening and/or intervention
10. Training in behavioral health matters to family members
11. Training in behavioral health matters to employees of the GJUESD
12. Consultation re: behavioral health issues including trauma informed interventions and best practices
13. Other trainings and/or consultation as requested.

If the student's parent/guardian chooses to have TURNING POINT provide the necessary services, The GJUESD shall identify whether the student and/or his/her family has private insurance or Medicaid. In order to access these third-party insurance sources and in order to bill Medicaid, TURNING POINT must secure parental permission, which TURNING POINT will diligently work to obtain. TURNING POINT will secure written permission from the parent/legal guardian for school-based behavioral health services and/or case management, including access to student records. TURNING POINT shall assure that parental permission forms and any communication with parents related to Medicaid and private insurance will include the following concepts:

- Granting consent by the parent/legal guardian is to be completely optional and voluntary.

- Parental consent may be revoked at any time.
- The GJUESD is not responsible for any costs associated with these county contracted behavioral health services for Medi-Cal beneficiaries.
- TURNING POINT will provide a copy of parent/legal guardian permission to the school indicating consent for services and access to student records.
- TURNING POINT, subject to written approval by the appropriate school principal, will provide the services covered by this Agreement at mutually selected schools, in clinical settings, or at the student's residence in accordance with a written treatment plan and with guardian consent.

TURNING POINT shall, at all times throughout the term of this Agreement, at its cost and expense, meet the following criteria:

1. Ability to provide mental health professionals who meet minimum qualifications for their scope of service as credentialed through Sacramento County's credentialing process.
2. Counselors and case managers shall work closely with school staff to ensure that students are not removed from their academic class time. The exception to this is when school staff identifies a crisis and the student requires immediate intervention;
3. Maintain records and meet standards enabling TURNING POINT to document service need and relation of service to student's educational success.
4. Use reasonable diligence to serve all eligible students covered by Medicaid.
5. Provide adequate supervision for school-based agency counseling staff;
6. Keep in full force and effect a liability insurance policy as described herein;
7. The services provided under this agreement requires TURNING POINT to be on a school campus while students are present, and/or TURNING POINT will have direct contact and access to students. TURNING POINT is required to submit all employees to background check prior to commencement of service. All background investigations shall be conducted through the California Department Of Justice (DOJ) and all costs shall be charged to TURNING POINT.
8. TURNING PONT must furnish photo identification for all employees who will be operating out of GJUSD school site(s)
9. All agency staff will complete a school-based services orientation prior to serving a GJUESD student.
10. TURNING POINT shall assign a designee to attend all school-based services meetings (i.e., Staffings, Individual Education Plan reviews, Problem Solving Team, etc.) and activities throughout the year;

11. TURNING POINT shall keep in full force and effect appropriate occupational and professional licenses for itself and all of its agents or employees furnishing services pursuant to this Agreement, and
12. TURNING POINT will provide verification that TURNING POINT is a "drug free workplace" to the GJUESD.
13. At all times, the preservation of educational classroom time must be a priority for all involved. Any and all TURNING POINT services must be coordinated with school staff and guardian.

Evidence of meeting the above criteria will be provided to the Educational Services Department.

TURNING POINT shall accept the premises of each school as they are at the time of execution of this Agreement. In the event TURNING POINT finds it necessary to remove or change the location of any equipment, the changes shall be made by TURNING POINT at TURNING POINT'S expense, but only after approval from The GJUESD, and on such terms; as The GJUESD shall reasonably require. No deliveries or changes shall be made at schools without the prior consent of the school's principal.

### **Insurance**

**General Liability:** TURNING POINT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. TURNING POINT's general liability policies shall be primary and shall not seek contribution from The GJUESD's coverage and be endorsed using Insurance Services Office form CG 20 10 (or its equivalent) to provide that The GJUESD and its officers, officials, employees, and agents shall be additional insureds under such policies.

**Workers' Compensation:** TURNING POINT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

**Professional Liability:** TURNING POINT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars

(\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and TURNING POINT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

This Agreement in no way shall interfere with the private treatment procedures of students as carried out independently by TURNING POINT. It is the intention of the parties that such records bearing on TURNING POINT and The GJUESD's relationship and treatment shall not constitute a public record. TURNING POINT shall comply with the procedures of The GJUESD to protect the confidentiality of student records and shall allow appropriate representatives of The GJUESD to review student's records and information as permitted by state and federal law, given parental or adult student permission. The GJUESD'S Educational Services Department shall be permitted to review the plan of care and confer with TURNING POINT at reasonable times, given parental or adult student permission.

TURNING POINT shall perform this Agreement as an independent contractor with all licensures. Nothing contained herein shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall be in any way construed to constitute TURNING POINT or any of its agents or employees as the agent, employee or representative of The GJUESD.

TURNING POINT shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement.

TURNING POINT shall at all times comply with applicable local, State or Federal laws, rules and regulations, including standards for health and safety of the student, whichever are more stringent. TURNING POINT shall maintain a plan of care for each student it serves, which shall be reviewed by the adult student, parent, psychiatrist and any others deemed appropriate every six months or more frequently, if required by Medicaid regulations. TURNING POINT shall maintain an attendance record for each student receiving services. At least one time each school year, TURNING POINT will provide the Educational Services Department with a written statement of the number of students served, the types of services provided, and contact hours.

TURNING POINT shall participate, when appropriate, in the Multi-Tiered systems of Support (MTSS) Teams/other committees at the mutually agreed upon schools as a consultant, on an as-needed basis. TURNING POINT agrees to work closely with school staff to limit

disruption of the educational day and to limit the removal of students from academically engaged time.

The GJUESD shall furnish electric, water and utility service at the involved schools as it may, in its sole discretion, deems necessary for the purposes of TURNING POINT in providing services under this Agreement.

School staff and other GJUESD staff will assist TURNING POINT in the identification of students who may be in need of TURNING POINT services by sharing information about TURNING POINT with student's guardian. The school will always secure parental permission prior to discussing students' names or any other personally identifiable information, including access to student records. Involved schools will provide office, telephone, and classroom space (as needed) and restroom facilities for TURNING POINT and personnel when they are on campus.

**Indemnity**

TURNING POINT shall indemnify the GJUESD, its officers, agents, and employees, and hold The GJUESD harmless from and against any and all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, or any cause of action arising out of activities or operations of TURNING POINT or TURNING POINT officers, agents or employees in connection with the performance of this Agreement.

The parties to this Agreement will jointly develop administrative procedures to assist in the implementation of this Agreement.

This Agreement represents the understanding between the parties in its entirety and no other agreements of like nature, either oral or written, exist between TURNING POINT and The GJUESD.

Notice under this Agreement may be given to The GJUESD by sending in U.S. Mail written notice to the Superintendent, Lois Yount; and notice shall be given to TURNING POINT by writing **10850 Gold Center Dr. Suite 325, Rancho Cordova, CA 95670** IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Provider WITNESS (Provider): For: TURNING POINT located at **10850 Gold Center Dr. Suite 325, Rancho Cordova, CA 95670**

BY:



Authorized Representative Signature

2021/12/22 Alfred Howlett, CEO

Date, Name & Title (Type or Print)

CORPORATE SEAL

**Galt Joint Union Elementary School District**

BY:

\_\_\_\_\_

Authorized Representative Signature

\_\_\_\_\_

Name & Title (Type or Print) Date

For: GJUESD Reviewed by:





## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.271</b> Board Consideration of Approval of 2021-2022 School Accountability Report Cards (SARCs) for Lake Canyon Elementary, Marengo Ranch Elementary, River Oaks Elementary, Valley Oaks Elementary, Vernon E. Greer Elementary, and McCaffrey Middle School
<b>Presenter:</b> Donna Whitlock	<b>Action Item:</b> XX <b>Information Item:</b>

School Accountability Report Cards (SARCs) enacted under Proposition 98 and further defined in Education Code 35256 establishes that each school's SARC is updated annually.

The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF), all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

While we are in the 2021-22 school year, the information in the SARCs reflects the required accountability reporting for 2020-21 and 2021-22.

1. **Several of the SARC fields are populated by DTS with data provided by CDE as it becomes available.**
2. The CDE data populated in the "Elementary Average Class Size and Class Size Distribution" Field appears inaccurate. We have notified CDE and are waiting for a response.
3. CDE will be releasing "Teacher Credentialing" data in February and has suggested board approval of the SARC without this data as an option. DTS will email when the data is released and imported to the SARCs in DTS.
4. Due to the COVID-19 pandemic, districts are reporting local assessment data (MAP for GJUESD) in the absence of CAASPP achievement results. Note: MAP data: In grades 3-6, at/above grade level is determined by students meeting or exceeding the 60<sup>th</sup> percentile. In grades 7-8, at/above grade level is determined by students meeting or exceeding the 70<sup>th</sup> percentile.
5. The Facility Inspection Tool (FIT) report ratings for each site are included in the SARCs. These inspections are completed annually. This school year, they were completed in November 2021. Maintenance, custodians, and site administrators receive copies of the reports and work through the year to repair any deficiencies noted.
6. We did have one student suspension at McCaffrey Middle School on June 3, 2021. The suspension was not reported in the 20-21 school year, but it will be reported for 21-22.

Board Policy 0510 states that "The Board shall publicize the issuance of school accountability report cards and notify parents/guardians that a paper copy will be provided upon request." The school accountability report cards are accessible on the district's website, and that the information is updated annually. The Spanish translation is posted alongside the English.

# Lake Canyon Elementary School

## 2021 School Accountability Report Card

### General Information about the School Accountability Report Card (SARC)

#### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at [www.cde.ca.gov/ta/ac/sa/](http://www.cde.ca.gov/ta/ac/sa/)

For more information about the LCFF or the LCAP, see the CDE LCFF web page at [www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/)

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at [dq.cde.ca.gov/dataquest/](http://dq.cde.ca.gov/dataquest/) that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### California School Dashboard



The California School Dashboard (Dashboard) [www.caschooldashboard.org/](http://www.caschooldashboard.org/) reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

#### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2021-22 School Contact Information

<b>School Name</b>	Lake Canyon Elementary School
<b>Street</b>	800 Lake Canyon Avenue
<b>City, State, Zip</b>	Galt, CA 95632
<b>Phone Number</b>	209.744.5200
<b>Principal</b>	Judith P Hayes
<b>Email Address</b>	jhayes@galt.k12.ca.us
<b>School Website</b>	<a href="https://lc-gjuesd-ca.schoolloop.com/">https://lc-gjuesd-ca.schoolloop.com/</a>
<b>County-District-School (CDS) Code</b>	34673480107946

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union Elementary School District
<b>Phone Number</b>	209.744.4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjuesd-ca.schoolloop.com/">http://gjuesd-ca.schoolloop.com/</a>

## 2021-22 School Overview

Lake Canyon Elementary School's mission is to personalize the learning of each and every one of our students through the provision of a quality and meaningful educational experience. As educators we know at the heart of creating sustainable academic achievement and ensuring the college and career readiness of our students, is the provision of a school culture where engagement is valued and maximized. Lake Canyon Elementary School's administration, staff, and parents have joined together to make increased student engagement a reality. We provide varied opportunities, both indoors and outdoors, for our students to discover and explore their areas of interest and talent. Our vision is that through the ongoing implementation of this mission the students of Lake Canyon will be 100% prepared for next steps in their educational pursuits and will achieve civic, college, and career readiness.

## About this School

### 2020-21 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	72
Grade 1	87
Grade 2	63
Grade 3	79
Grade 4	88
Grade 5	81
Grade 6	63
<b>Total Enrollment</b>	<b>533</b>

## 2020-21 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	0.2
Asian	2.6
Black or African American	1.7
Filipino	1.5
Hispanic or Latino	53.5
Native Hawaiian or Pacific Islander	0.6
Two or More Races	2.8
White	36.6
English Learners	16.7
Homeless	3
Socioeconomically Disadvantaged	52.7
Students with Disabilities	14.8

### A. Conditions of Learning

#### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>

## 2019-20 Teacher Preparation and Placement

Authorization/Assignment	2019-20
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	
<b>Intern Credential Holders Properly Assigned</b>	
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	
<b>Unknown</b>	
<b>Total Teaching Positions</b>	

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2019-20 Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2019-20
Permits and Waivers	
Misassignments	
Vacant Positions	
<b>Total Teachers Without Credentials and Misassignments</b>	

## 2019-20 Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2019-20
Credentialed Teachers Authorized on a Permit or Waiver	
Local Assignment Options	
<b>Total Out-of-Field Teachers</b>	

## 2019-20 Class Assignments

Indicator	2019-20
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	

## 2021-22 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Galt Joint Union Elementary held a Public Hearing on September 22, 2021, and determined that each school within the district has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home.

Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. Materials approved for use by the state are reviewed by all teachers and a recommendation is made to the School Board by a selection committee composed of teachers and administrators. All recommended materials are available for parent examination at the district office prior to adoption. The table displays information about the quality, currency, and availability of the standards-aligned textbooks and other instructional materials used at the school.

Year and month in which the data were collected

September, 2021

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Grades TK-6: Benchmark Advance/Adelante, adopted in 2017	Yes	0

<b>Mathematics</b>	K-6 Eureka Math, adopted as bridge program in 2016	Yes	0
<b>Science</b>	K-5 Pearson Scott Foresman- California Science, adopted in 2007 6th Glencoe/McGraw Hill- Science Focus, adopted in 2007	Yes	0
<b>History-Social Science</b>	K-5 MacMillian/McGraw Hill- California Vistas, adopted in 2006 6th Glencoe/McGraw Hill- Discovering our Past, adopted in 2006	Yes	0
<b>Foreign Language</b>			
<b>Health</b>			
<b>Visual and Performing Arts</b>			
<b>Science Laboratory Equipment (grades 9-12)</b>			

## School Facility Conditions and Planned Improvements

### School Facilities

Lake Canyon Elementary was originally constructed in 2005 and is comprised of 27 classrooms, one multipurpose room, one library, one staff lounge, and a playground. The table shows the results of the most recent school facilities inspection. While reviewing this report, please note that even minor discrepancies are reported in the inspection process. The items noted in the table have been corrected or are in the process of remediation.

### Cleaning Process

The principal works daily with one full-time and two part-time custodians to ensure that the cleaning of the school is maintained to provide for a clean and safe school. The district governing board has adopted cleaning standards for all schools in the district. A summary of these standards is available at the district office for review.

### Maintenance and Repair

District maintenance staff ensures that the repairs necessary to keep the school in good repair and work orders are completed in a timely manner. A work order process is used to ensure efficient service and highest priority are given to emergency repairs.

**Year and month of the most recent FIT report**

11/17/2021

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 9. FAUCETS HAVE HIGH PRESSURE. GIRLS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 9. FAUCET HAS HIGH PRESSURE. K1: 2. EXHAUST FANS ARE NOT WORKING IN RR'S. 7. ONE LIGHT DIFFUSER IS BROKEN (REST ROOM). WOMENS STAFF REST ROOM: 2. EXHAUST FAN IS NOT WORKING.

## School Facility Conditions and Planned Improvements

<p><b>Interior:</b> Interior Surfaces</p>		X	<p>10: 4.CEILING TILE HAS A WATER STAIN. 7. LIGHT DIFFUSER HAS A WATER STAIN.          13: 4. CEILING TILES HAVE WATER STAINS. PENCIL SHARPENER COVER IS MISSING.          14: 4. CEILING TILES HAVE WATER STAINS. CEILING TILE HAS A HOLE.          15: 4. CEILING TILE HAS A WATER STAIN. PENCIL SHARPENER COVER IS MISSING.          17: 4. CEILING TILES HAVE WATER STAINS.          19: 4. CEILING TILES HAVE WATER STAINS. 9. DRINKING FOUNTAIN SPRAYS INTO MOUTH GUARD.          20: 4. CEILING TILE HAS A WATER STAIN.          21: 4. CEILING TILES HAVE WATER STAINS. CEILING TILE HAS A HOLE. 9. DRINKING FOUNTAIN SPRAYS ON COUNTERTOP.          LIBRARY: 4. CEILING TILES HAVE WATER STAINS. WALL HAS HOLES.          NURSE: 4. CEILING TILES HAVE WATER STAINS.          OFFICE 1: 4. CEILING TILES HAVE WATER STAINS.          OFFICE 2: 4. CEILING TILES HAVE WATER STAINS.          OFFICE 3: 4. CEILING TILE HAS A WATER STAIN.          WORK ROOM: 4. CEILING TILES HAVE WATER STAINS. 5. UNSECURED ITEMS ARE STORED TOO HIGH.          WORK ROOM: 4. CEILING TILES HAVE WATER STAINS. CEILING TILE IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH.          WORKROOM/ KITCHEN: 4. CEILING TILE HAVE WATER STAIS.</p>
<p><b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation</p>		X	<p>1: 5. UNSECURED ITEMS ARE STORED TOO HIGH.          6: 5. UNSECURED ITEMS ARE STORED TOO HIGH.          9. FAUCET HAS A LOW FLOW.          STORAGE: 5. UNSECURED ITEMS ARE STORED TOO HIGH.          STORAGE: 5. UNSECURED ITEMS STORED TOO HIGH. 7. ONE LIGHT PANEL IS BAD.          WORK ROOM: 4. CEILING TILES HAVE WATER STAINS. 5. UNSECURED ITEMS ARE STORED TOO HIGH.          WORK ROOM: 4. CEILING TILES HAVE WATER STAINS. CEILING TILE IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH.          WORK ROOM: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p>

## School Facility Conditions and Planned Improvements

<p><b>Electrical</b></p>		X	<p>10: 4.CEILING TILE HAS A WATER STAIN. 7. LIGHT DIFFUSER HAS A WATER STAIN.          GIRLS REST ROOM: 7. TWO HAND DRYERS HAVE NO POWER. 9. FAUCETS HAVE HIGH PRESSURE.          K1: 2. EXHAUST FANS ARE NOT WORKING IN RR'S. 7. ONE LIGHT DIFFUSER IS BROKEN (REST ROOM).          MPR: 7. ONE LIGHT PANEL IS OUT.          P.E. STORAGE: 7. LIGHTS DO NOT FUNCTION.          STAGE: 7. FOUR LIGHT PANELS ARE OUT. 10. DIGITAL LAB IS BLOCKING EMERGENCY EXIT (WHEELCHAIR LIFT). ONE STAIRWELL IS BEING USED AS STORAGE.          STORAGE: 5. UNSECURED ITEMS STORED TOO HIGH. 7. ONE LIGHT PANEL IS BAD.</p>
<p><b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains</p>		X	<p>12: 9. FAUCET IS LOOSE AT BASE. 10. EVACUATION MAP IS NOT POSTED.          18: 9. DRINKING FOUNTAIN HASLOW FLOW.          19: 4. CEILING TILES HAVE WATER STAINS. 9. DRINKING FOUNTAIN SPRAYS INTO MOUTH GUARD.          21: 4. CEILING TILES HAVE WATER STAINS. CEILING TILE HAS A HOLE. 9. DRINKING FOUNTAIN SPRAYS ON COUNTERTOP.          23: 9. DRINKING FOUNTAIN FLOWS INTO MOUTHGUARD.          6: 5. UNSECURED ITEMS ARE STORED TOO HIGH. 9. FAUCET HAS A LOW FLOW.          BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 9. FAUCETS HAVE HIGH PRESSURE.          GIRLS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 9. FAUCET HAS HIGH PRESSURE.          GIRLS REST ROOM: 7. TWO HAND DRYERS HAVE NO POWER. 9. FAUCETS HAVE HIGH PRESSURE.          GIRLS REST ROOM: 9. TWO FAUCETS HAVE A LOW FLOW.          MENS STAFF REST ROOM: 8. TOILET IS LOOSE AT BASE.</p>
<p><b>Safety:</b> Fire Safety, Hazardous Materials</p>		X	<p>12: 9. FAUCET IS LOOSE AT BASE. 10. EVACUATION MAP IS NOT POSTED.          BOYS REST ROOM: 11. PAIINT IS PEELING ON CEILING.</p>



## School Facility Conditions and Planned Improvements

			<p>OPEN ADMIN: 10. FIRE EXTINGUISHER CASE IS BROKEN.</p> <p>STAGE: 7. FOUR LIGHT PANELS ARE OUT. 10. DIGITAL LAB IS BLOCKING EMERGENCY EXIT (WHEELCHAIR LIFT). ONE STAIRWELL IS BEING USED AS STORAGE.</p>
<p><b>Structural:</b> Structural Damage, Roofs</p>	X		<p>MUSIC ROOM: 12. EXTERIOR WALL TILE IS BROKEN AT ENTRY.</p>
<p><b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences</p>	X		<p>2: 15. THRESHOLD IS LOOSE.</p>

## Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

#### Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

The 2020-2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-2021 school year to other school years.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Mathematics</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	302	NT	NT	NT	NT
<b>Female</b>	160	NT	NT	NT	NT
<b>Male</b>	142	NT	NT	NT	NT
<b>American Indian or Alaska Native</b>	--	NT	NT	NT	NT
<b>Asian</b>	--	NT	NT	NT	NT
<b>Black or African American</b>	--	NT	NT	NT	NT
<b>Filipino</b>	--	NT	NT	NT	NT
<b>Hispanic or Latino</b>	169	NT	NT	NT	NT
<b>Native Hawaiian or Pacific Islander</b>	--	NT	NT	NT	NT
<b>Two or More Races</b>	--	NT	NT	NT	NT
<b>White</b>	105	NT	NT	NT	NT
<b>English Learners</b>	65	NT	NT	NT	NT
<b>Foster Youth</b>	0	0	0	0	0
<b>Homeless</b>	0	0	0	0	0
<b>Military</b>	0	0	0	0	0
<b>Socioeconomically Disadvantaged</b>	73	NT	NT	NT	NT
<b>Students Receiving Migrant Education Services</b>	29	NT	NT	NT	NT
<b>Students with Disabilities</b>	43	NT	NT	NT	NT

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	302	NT	NT	NT	NT
Female	160	NT	NT	NT	NT
Male	142	NT	NT	NT	NT
American Indian or Alaska Native	--	NT	NT	NT	NT
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	169	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	--	NT	NT	NT	NT
White	105	NT	NT	NT	NT
English Learners	65	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	73	NT	NT	NT	NT
Students Receiving Migrant Education Services	29	NT	NT	NT	NT
Students with Disabilities	43	NT	NT	NT	NT

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

NWEA MAP Growth: Reading/Math Student Groups	NWEA MAP Growth: Reading/Math Total Enrollment	NWEA MAP Growth: Reading/Math Number Tested	NWEA MAP Growth: Reading/Math Percent Tested	NWEA MAP Growth: Reading/Math Percent Not Tested	NWEA MAP Growth: Reading/Math Percent At or Above Grade Level
All Students	302	281	93	7	44
Female	160	149	93	7	41
Male	142	132	93	7	48

<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	11	11	100	0	73
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	169	160	95	5	38
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	105	94	90	10	55
<b>English Learners</b>	65	63	97	3	25
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	159	146	92	8	34
<b>Students Receiving Migrant Education Services</b>	30	30	100	0	37
<b>Students with Disabilities</b>	40	35	88	12	14

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

<b>NWEA MAP Growth: Reading/Math Student Groups</b>	<b>NWEA MAP Growth: Reading/Math Total Enrollment</b>	<b>NWEA MAP Growth: Reading/Math Number Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Not Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent At or Above Grade Level</b>
<b>All Students</b>	302	282	93	7	37
<b>Female</b>	160	149	93	7	27
<b>Male</b>	142	133	94	6	47
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	11	11	100	0	64
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	169	162	96	4	27
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	105	93	89	11	49
<b>English Learners</b>	65	63	97	3	19
<b>Foster Youth</b>	--	--	--	--	--

<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	159	146	92	8	26
<b>Students Receiving Migrant Education Services</b>	30	30	100	0	20
<b>Students with Disabilities</b>	40	36	90	10	14

\*At or above the grade-level standard in the context of the local assessment administered.

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

For any 2020-2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

<b>Subject</b>	<b>School 2019-20</b>	<b>School 2020-21</b>	<b>District 2019-20</b>	<b>District 2020-21</b>	<b>State 2019-20</b>	<b>State 2020-21</b>
<b>Science</b> (grades 5, 8 and high school)	N/A	NT	N/A	NT	N/A	28.72

## 2020-21 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. For any data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	74	NT	NT	NT	NT
Female	38	NT	NT	NT	NT
Male	36	NT	NT	NT	NT
American Indian or Alaska Native	0	0	0	0	0
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	0	0	0	0	0
Hispanic or Latino	37	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	0	0	0	0	0
White	33	NT	NT	NT	NT
English Learners	13	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	16	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	11	NT	NT	NT	NT

### B. Pupil Outcomes

#### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2020-21 California Physical Fitness Test Results

Due to the COVID-19 crisis, the Physical Fitness Test was suspended during the 2020-2021 school year and therefore no data are reported and each cell in this table is populated with "N/A."

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
Grade 5	N/A	N/A	N/A
Grade 7	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A



## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2021-22 Opportunities for Parental Involvement

Parents are encouraged to participate in their child's education by monitoring homework through student planners and teacher communication through newsletters, email and phone calls. Intermediate-grade parents are encouraged to check assignments for the day on the Synergy Parent Portal. The parent portal allows parents to monitor their students' attendance, growth towards personalized goals, and grades online.

The school also seeks parental participation by encouraging parents to volunteer, and participate in our ELAC (English Language Advisory Committee), and School Site Council meetings. Parents are enthusiastic about doing their part to create a great school. Parent Academies and workshops are offered every Trimester. In addition, parents are invited annually to participate in feedback sessions using a listening circle format.

The school also has local community partnerships with South County Services, Cosumnes Preserve Learning Program, Lions Club, Rotary, Visions Counseling, the Youth Development Network, First 5 Preschool, Kiwanis and many other national, regional, and local partners.

#### 2020-21 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	578	561	54	9.6
Female	295	286	19	6.6
Male	283	275	35	12.7
American Indian or Alaska Native	2	2	1	50.0
Asian	14	14	2	14.3
Black or African American	10	10	1	10.0
Filipino	8	8	0	0.0
Hispanic or Latino	310	301	31	10.3
Native Hawaiian or Pacific Islander	3	3	1	33.3
Two or More Races	17	16	4	25.0
White	211	204	14	6.9
English Learners	107	106	10	9.4
Foster Youth	0	0	0	0.0
Homeless	19	19	4	21.1
Socioeconomically Disadvantaged	311	302	44	14.6
Students Receiving Migrant Education Services	46	45	2	4.4
Students with Disabilities	95	94	11	11.7

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

#### Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2018-19	School 2020-21	District 2018-19	District 2020-21	State 2018-19	State 2020-21
<b>Suspensions</b>	0.00	0.00	2.99	0.00	3.47	0.20
<b>Expulsions</b>	0.00	0.00	0.00	0.00	0.08	0.00

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-2020 suspensions and expulsions rate data are not comparable to other year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
<b>Suspensions</b>	0.00	1.83	2.45
<b>Expulsions</b>	0.00	0.00	0.05

## 2020-21 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

## 2021-22 School Safety Plan

The district has developed a comprehensive emergency plan in conjunction with the Galt Police and Fire Departments which describes specific procedures for all types of emergencies. The plan is updated every fall and spring. An "Emergency Handbook", kept in the office, outlines the plan of action for emergencies such as earthquakes, fires, floods and chemical spills. School sites have an evacuation plan and emergency drills are conducted regularly. Periodic, random school safety inspections are conducted by the Schools Insurance Authority of Sacramento County. All gates remain locked though out the school day with admittance to the campus only through the main office. Visitors to the campus are required to check in and out at the office to receive a badge. Parents are encouraged to volunteer on campus. School-wide digital and web-based surveillance cameras are in use school-wide to monitor outdoor areas and campus boundaries.

The current Lake Canyon School-wide Safety Plan was reviewed and approved by the Lake Canyon School Site Council and the GJUESD School Board in February of 2021. This extensive plan was highlighted at a spring 2021 Lake Canyon staff meeting to ensure all staff are fully aware and trained in all stated safety procedures.

### D. Other SARC Information

#### Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2018-19 Elementary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	14	5	2	
1	39		3	2
2	40	4		2
3	43		4	2
4	40	1	1	3
5	36	1	2	1
6	28	3	4	1

## 2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	15	4	2	
1	42		3	2
2	45		2	3
3	40	4		2
4	51		3	2
5	37	1	2	1
6	55	1		3
Other	14	4		

## 2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	10	7		
1	43	1	3	2
2	43		2	2
3	45	1	2	2
4	43	2	2	2
5	40	1	2	1
6	60			3
Other	12	6	2	

## 2020-21 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
<b>Pupils to Academic Counselor</b>	

## 2020-21 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
<b>Counselor (Academic, Social/Behavioral or Career Development)</b>	0
<b>Library Media Teacher (Librarian)</b>	0
<b>Library Media Services Staff (Paraprofessional)</b>	1
<b>Psychologist</b>	.5
<b>Social Worker</b>	1
<b>Nurse</b>	.16
<b>Speech/Language/Hearing Specialist</b>	1
<b>Resource Specialist (non-teaching)</b>	1

## 2019-20 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2019-20 expenditures per pupil and average teach salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
<b>School Site</b>	10842	2667	8175	75610
<b>District</b>	N/A	N/A	8244	\$77,560
<b>Percent Difference - School Site and District</b>	N/A	N/A	-0.8	-2.5
<b>State</b>			\$8,444	\$82,431
<b>Percent Difference - School Site and State</b>	N/A	N/A	-3.2	-8.6

## 2020-21 Types of Services Funded

Personalized learning pathways developed collaboratively by administration, teachers, parents, and the student will inform the instructional plan developed for each student to meet their academic growth needs. These personalized learning and strengths-based growth plans for every student will articulate and transition to high school learning pathways experience while closing the achievement gap.

Programs and services at Lake Canyon which support and assist our learners include:

- Through our many local, regional, and national partnerships, our students have access to opportunities in visual and performing arts, technology and engineering, and civic and service learning facilitated by experts in those fields.
- Through the implementation of Lake Canyon's House System there is constant encouragement for students to do their best. This system supports positive attitudes of students toward one another and toward the school. The House System connects every student with a team of caring staff and peers which supports a sense of belonging and opportunities for student leadership.
- The Lake Canyon behavior support system is built upon restorative justice ideals and positive behavior intervention supports.
- Our school currently has a team of instructional assistants who provide additional reading and math skills practice in small groups. We focus these supports and interventions primarily in our TK-3rd grades. However, depending upon the need, our instructional assistants provide intervention in the upper grades, as well. Instructional assistants are provided training throughout the year based on the needs of our learners. This training is completed by our district curriculum coaches and site administration.
- Extended day academic services are offered two days a week after school. Teachers and instructional assistants support students with reading, science, and math.
- Wellness is prioritized through the implementation of a nationally recognized school-wide wellness plan which includes school-wide access to at least 100 minutes per week of physical education, fitness and sports-based interest clubs both during the school day and after school, and robust health and nutrition education.
- Free after school meals are offered to all students who attend small group cohorts in-person on campus.
- More than one hundred fifty families have been chosen to check out a Chromebook with Wi-Fi services for home use.
- The Bright Future Learning Center (BFLC) is utilized as an enrichment hub which offers and supports blended learning opportunities beyond the classroom. The BFLC normally facilitates our large after school club offerings based on access to student interests. Many of these opportunities utilize technology and innovations in education such as computer programming, coding, engineering and robotics. The BFLC is normally open Monday - Friday from 8:00 a.m. - 4:00 p.m.
- Our school social worker program helps to keep children supported through their school years. Though school dropouts are rare in the elementary grades, enough knowledge exists to be able to identify the children who are at-risk of dropping out of school at a later age. Our social worker is responsible for various programs aimed at reducing or eliminating the high risk factors that interfere with student learning. Our social worker provides support to our students and staff, support to our families, works with attendance intervention, and provides on-going workshops for parents and staff.
- Health services are under the supervision of a qualified school nurse. Vision screening, hearing tests, first aid and health counseling are among the services. Our district nurse, along with our school health clerk, is available to address health problems that interfere with the learning process.

## 2020-21 Types of Services Funded

- 100% of all students are taught with current adopted ELA materials adapted for and supplemented with bridge materials through units jointly developed by grade level Professional Learning Communities (PLCs) and aligned with the CCSS. 100% of all students are taught with CCSS math units developed by the New York State Education Department. These Engage New York units were developed through the state's Race To The Top (RTTT) grant. 100% of students are exposed to units developed through the NGSS lens.
- 100% of all students utilize technological resources as needed in order to support academic growth. All students will have access to extended day opportunities utilizing technology and innovations in education such as computer programming, coding, engineering and robotics.
- 100% of students engage in service learning. Service learning will be highlighted and included in instructional minutes during the school day and as an intentional aspect of the extended day programming.
- English learners will receive targeted instruction through designated and integrated models embedded within the school instructional minutes. English learners will be placed into appropriate flexible groups targeted in meeting their language needs by their assessed level.

## 2019-20 Teacher and Administrative Salaries

This table displays the 2019-20 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
<b>Beginning Teacher Salary</b>	\$44,112	\$51,450
<b>Mid-Range Teacher Salary</b>	\$70,624	\$80,263
<b>Highest Teacher Salary</b>	\$94,926	\$101,012
<b>Average Principal Salary (Elementary)</b>	\$120,906	\$128,082
<b>Average Principal Salary (Middle)</b>	\$122,633	\$132,453
<b>Average Principal Salary (High)</b>	\$0	\$134,792
<b>Superintendent Salary</b>	\$167,713	\$197,968
<b>Percent of Budget for Teacher Salaries</b>	36%	34%
<b>Percent of Budget for Administrative Salaries</b>	6%	6%



## Professional Development

Processes and measures for continuous improvement and accountability are applied throughout Lake Canyon, including personalized evaluation processes. School site will use data, meaningful evaluation and self-reflection to continuously improve classroom instruction. Professional growth opportunities for all staff will be provided and valued as part of the school mission. Educators set annual professional growth goals in collaboration with school administrators. Staff development is an important part of the planned school program at Galt Joint Union Elementary School District. The school's teachers and support staff are committed to keeping up to date on the latest educational developments.

New teachers and teachers seeking additional assistance are supported by BTSA providers. They meet regularly with an experienced mentor to discuss their successes and challenges and new ideas for their classrooms.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2019-20	2020-21	2021-22
Number of school days dedicated to Staff Development and Continuous Improvement	3	1	3

# Galt Joint Union Elementary School District 2020-21 Local Accountability Report Card (LARC) Addendum

## Local Accountability Report Card (LARC) Addendum

### 2020-21 Local Accountability Report Card (LARC) Addendum Overview



On July 14, 2021, the California State Board of Education (SBE) determined that the California Department of Education (CDE) will use the SARC as the mechanism to conduct a one-time data collection of the LEA-level aggregate test results of all school's local assessments administered during the 2020–2021 school year in order to meet the federal Every Student Succeeds Act (ESSA) reporting requirement for the Local Educational Agency Accountability Report Cards (LARCs).

Each local educational agency (LEA) is responsible for preparing and posting their annual LARC in accordance with the federal ESSA. As a courtesy, the CDE prepares and posts the LARCs on behalf of all LEAs.

Only for the 2020–2021 school year and the 2020–2021 LARCs, LEAs are required to report their aggregate local assessments test results at the LEA-level to the CDE by populating the tables below via the SARC. These data will be used to meet the LEAs' federal requirement for their LARCs. Note that it is the responsibility of the school and LEA to ensure that all student privacy and suppression rules are in place when reporting data in Tables 3 and 4 in the Addendum, as applicable.

The tables below are not part of the SBE approved 2020–2021 SARC template but rather are the mechanism by which these required data will be collected from LEAs.

For purposes of the LARC and the following tables, an LEA is defined as a school district, a county office of education, or a direct funded charter school.

## 2021-22 District Contact Information

District Name	Galt Joint Union Elementary School District
Phone Number	209.744.4545
Superintendent	Lois Yount
Email Address	lyount@galt.k12.ca.us

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14	99.86	--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14		--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

# Marengo Ranch Elementary School

## 2021 School Accountability Report Card

### General Information about the School Accountability Report Card (SARC)

#### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at [www.cde.ca.gov/ta/ac/sa/](http://www.cde.ca.gov/ta/ac/sa/)

For more information about the LCFF or the LCAP, see the CDE LCFF web page at [www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/)

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at [dq.cde.ca.gov/dataquest/](http://dq.cde.ca.gov/dataquest/) that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### California School Dashboard



The California School Dashboard (Dashboard) [www.caschooldashboard.org/](http://www.caschooldashboard.org/) reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

#### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2021-22 School Contact Information

<b>School Name</b>	Marengo Ranch Elementary School
<b>Street</b>	1000 Elk Hills Drive
<b>City, State, Zip</b>	Galt, CA 95632
<b>Phone Number</b>	(209) 745-547
<b>Principal</b>	Jennifer Porter
<b>Email Address</b>	jporter@galt.k12.ca.us
<b>School Website</b>	<a href="https://mg-gjuesd-ca.schoolloop.com/">https://mg-gjuesd-ca.schoolloop.com/</a>
<b>County-District-School (CDS) Code</b>	34 67348 6114185

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union ESD
<b>Phone Number</b>	209.744.4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjuesd-ca.schoolloop.com/">http://gjuesd-ca.schoolloop.com/</a>

## 2021-22 School Overview

At Marengo Ranch, we embrace a personal approach to learning.

We believe that every student has unique needs, strengths, talents, and interests.

It is our mission to ensure that all learners have opportunities to meet their personal goals, and to have the skills, tools, and confidence needed to achieve their dreams and aspirations for college, career, and beyond.

At Marengo Ranch, we are making it personal.

### Principal's Message

Marengo Ranch Elementary School offers a safe, supportive environment for all students. We believe in personalized, focused learning for each and every student, and it is our goal to provide instruction and support that fits the needs, interests, strengths, and talents of all learners. Our libraries are Bright Future Learning Centers where students and families can learn, study, and utilize new, state of the art technology. Extended hours, support staff, access to online services and programs provide rich opportunities for our students and families to learn beyond the walls of our classrooms. Technology tools in the classroom are embedded in our instructional delivery system and allow our teachers to personalize the learning for their students. Web-based assessments provide immediate feedback on student growth so that staff members may make informed decisions about providing intervention or enrichment as needed. Marengo Ranch continues to be a school that believes in providing a positive, nurturing environment for our students. The emotional well-being of our students goes hand in hand with our academic focus. Character and strength development as well as student leadership are critical components to teach our "Monarchs" to be true leaders. Student leaders support activities for school spirit, volunteerism, service learning, and fundraising campaigns.

The staff at Marengo Ranch work together in professional learning communities and are continually seeking new, innovative ways to support academic success.

## About this School

### 2020-21 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	91
Grade 1	61
Grade 2	76
Grade 3	79
Grade 4	63
Grade 5	87
Grade 6	68
Total Enrollment	525

### 2020-21 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	0.6
Asian	3
Black or African American	1.9
Filipino	0.6
Hispanic or Latino	50.1
Native Hawaiian or Pacific Islander	0.4
Two or More Races	3.4
White	39.8
English Learners	11.4
Homeless	0.2
Socioeconomically Disadvantaged	41
Students with Disabilities	20

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>

## 2019-20 Teacher Preparation and Placement

Authorization/Assignment	2019-20
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	
<b>Intern Credential Holders Properly Assigned</b>	
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	
<b>Unknown</b>	
<b>Total Teaching Positions</b>	

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2019-20 Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2019-20
<b>Permits and Waivers</b>	
<b>Misassignments</b>	
<b>Vacant Positions</b>	
<b>Total Teachers Without Credentials and Misassignments</b>	

## 2019-20 Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2019-20
<b>Credentialed Teachers Authorized on a Permit or Waiver</b>	
<b>Local Assignment Options</b>	
<b>Total Out-of-Field Teachers</b>	

## 2019-20 Class Assignments

Indicator	2019-20
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	

## 2021-22 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Galt Joint Union Elementary held a Public Hearing on Sept. 22, 2021, and determined that each school within the district has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. Materials approved for use by the state are reviewed by all teachers and a recommendation is made to the School Board by a selection committee composed of teachers and administrators. All recommended materials are available for parent examination at the district office prior to adoption. The table displays information about the quality, currency, and availability of the standards-aligned textbooks and other instructional materials used at the school.

**Year and month in which the data were collected**

September, 2021

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
<b>Reading/Language Arts</b>	Benchmark, adopted in 2017	Yes	0
<b>Mathematics</b>	K-6 Eureka Math, adopted as bridge program in 2016	Yes	0
<b>Science</b>	K-5 Pearson Scott Foresman- California Science, adopted in 2007  6th Glencoe/McGraw Hill- Science Focus, adopted in 2007	Yes	0
<b>History-Social Science</b>	K-5 MacMillian/McGraw Hill- California Vistas, adopted in 2006  6th Glencoe/McGraw Hill- Discovering our Past	Yes	0
<b>Foreign Language</b>			
<b>Health</b>			
<b>Visual and Performing Arts</b>			
<b>Science Laboratory Equipment (grades 9-12)</b>			



## School Facility Conditions and Planned Improvements

Built in 1997, Marengo Ranch Elementary is comprised of 18 permanent classrooms, 21 portable classrooms, one multipurpose room, one BFLC, one staff workroom, and three playgrounds. School pride shows through the care of our facilities by staff, students and parents. The facility is used by several community organizations on a year-round basis.

### Cleaning Process

The principal works daily with two full-time and two part-time custodial staff members to ensure that the cleaning of the school is maintained to provide for a clean and safe school. The district governing board has adopted cleaning standards for all schools in the district. A summary of these standards is available at the district office for review.

### Maintenance and Repair

District maintenance staff ensures that the repairs necessary to keep the school in good repair and work orders are completed in a timely manner. A work order process is used to ensure efficient service and highest priority are given to emergency repairs.

### School Bond and Renovation

During the 2019 school year, construction commenced to address much needed renovation to the school's brick exterior issues. The construction project was completed in the winter of 2020.

Year and month of the most recent FIT report

11/23/2021

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces		X		C2: 4. WALLPAPER IS TORN. D1: 4. CARPET IS TORN. 9. MILDEW BUILD UP ON DRINKING FOUNTAIN. D2: 4. CARPET IS LIFTING. WALLPAPER IS TORN.9. FAUCET HAS A LOW FLOW. D3: 4. CARPET IS LIFTING. 15. WINDOW SCREEN IS TORN. E5/ PSYCH: 4. WALLPAPER IS TORN. F5: 4. CEILING TILE IS TORN. DRAWER HANDLE IS MISSING. H2: 4. FORMICA IS CHIPPING ON CABINETS. H4: 4. FORMICA IS CHIPPING ON CABINETS. I2: 4. CEILING TILE HAS A HOLE. CARPET IS TORN. WALL PAPER IS TORN. 9. FAUCET AND DRINKING FOUNTAIN HAVE NO FLOW. 15. DOOR THRESHOLD IS LOOSE/SCREWS ARE MISSING. I4: 4. TRIM IS MISSING ON CUBBY HOLES. 7. LIGHT SWITCH BCOVER IS BROKEN. 14. SKID PAINT IS PEELING ON RAMP. I6: 4. TRIM IS MISSING ON CUBBY HOLES. CEILING TRIM IS SAGGING. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 14. SKID PAINT IS PEELING ON RAMP. I8: 4. TRIM IS MISSING ON CUBBY HOLES.

## School Facility Conditions and Planned Improvements

			<p>LIBRARY: 4. CEILING TILES HAVE WATER STAINS. WALL PAPER IS LIFTING.7. ONE LIGHT DIFFUSER IS MISSING. (SERVER ROOM).</p> <p>MPR: 4. FLOOR TILES ARE BROKEN.</p> <p>STAGE: 4. FLOOR TILES ARE BROKEN. 7. ONE LIGHT PANEL IS OUT. FLOOR OUTLET COVER IS MISSING.</p>
<p><b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation</p>	X		<p>E2: 4. FORMICA COUNTERTOP IS CHIPPED.9. FAUCET AND DRINKING FOUNTAIN HAVE A LOW FLOW.</p> <p>I6: 4. TRIM IS MISSING ON CUBBY HOLES. CEILING TRIM IS SAGGING. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 14. SKID PAINT IS PEELING ON RAMP.</p>
<p><b>Electrical</b></p>		X	<p>COMPUTER POD: 7. ACCESS TO ELECTRICAL PANEL IS BLOCKED.</p> <p>E1: 7. ONE LIGHT PANEL IS OUT.</p> <p>G4: 7. LIGHT SENSOR COVER IS MISSING.</p> <p>I4: 4. TRIM IS MISSING ON CUBBY HOLES. 7. LIGHT SWITCH BCOVER IS BROKEN. 14. SKID PAINT IS PEELING ON RAMP.</p> <p>I5: STORAGE. 7. ELECTRICAL COVER IS MISSING.</p> <p>9. FAUCET AND SINK HAVE NO FLOW. 14. SKID PAINT IS PEELING ON RAMP.</p> <p>LIBRARY: 4. CEILING TILES HAVE WATER STAINS. WALL PAPER IS LIFTING.7. ONE LIGHT DIFFUSER IS MISSING. (SERVER ROOM).</p> <p>MPR: 4. FLOOR TILES ARE BROKEN.</p> <p>STAGE: 4. FLOOR TILES ARE BROKEN. 7. ONE LIGHT PANEL IS OUT. FLOOR OUTLET COVER IS MISSING.</p>
<p><b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains</p>	X		<p>BOYS REST ROOM: 9. FAUCETS HAVE HIGH PRESSURE. 11. PAINT IS CHIPPING ON DOOR.15. DOOR HANDLE RING/COVER IS MISSING.</p> <p>D1: 4. CARPET IS TORN. 9. MILDEW BUILD UP ON DRINKING FOUNTAIN.</p> <p>D2: 4. CARPET IS LIFTING. WALLPAPER IS TORN.9. FAUCET HAS A LOW FLOW.</p> <p>D6: 9. DRINKING FOUNTAIN HAS A HIGH FLOW. 10. EVACUATION MAP IS NOT POSTED.</p>

## School Facility Conditions and Planned Improvements

			<p>E2: 4. FORMICA COUNTERTOP IS CHIPPED.9. FAUCET AND DRINKING FOUNTAIN HAVE A LOW FLOW.</p> <p>F3: 9. DRINKING FOUNTAIN HAS A HIGH FLOW.</p> <p>H3: 9. DRINKING FOUNTAIN FLOWS INTO MOUTHGUARD.</p> <p>I2: 4. CEILING TILE HAS A HOLE. CARPET IS TORN. WALL PAPER IS TORN. 9. FAUCET AND DRINKING FOUNTAIN HAVE NO FLOW. 15. DOOR THRESHOLD IS LOOSE/SCREWS ARE MISSING.</p> <p>I5: STORAGE. 7. ELECTRICAL COVER IS MISSING. 9. FAUCET AND SINK HAVE NO FLOW. 14. SKID PAINT IS PEELING ON RAMP.</p> <p>I7: 9. DRINKING FOUNTAIN HANDLE IS BROKEN.</p>
<p><b>Safety:</b> Fire Safety, Hazardous Materials</p>	X		<p>BOYS REST ROOM: 9. FAUCETS HAVE HIGH PRESSURE. 11. PAINT IS CHIPPING ON DOOR.15. DOOR HANDLE RING/COVER IS MISSING.</p> <p>D6: 9. DRINKING FOUNTAIN HAS A HIGH FLOW. 10. EVACUATION MAP IS NOT POSTED.</p>
<p><b>Structural:</b> Structural Damage, Roofs</p>	X		<p>SPEECH: 4. WALL PANEL HAS A HOLE.12. DRY ROT ON RAMP.</p>
<p><b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences</p>	X		<p>BOYS REST ROOM: 15. DOOR HANDLE IS BENT.</p> <p>BOYS REST ROOM: 9. FAUCETS HAVE HIGH PRESSURE. 11. PAINT IS CHIPPING ON DOOR.15. DOOR HANDLE RING/COVER IS MISSING.</p> <p>D3: 4. CARPET IS LIFTING. 15. WINDOW SCREEN IS TORN.</p> <p>D4: 14. TRIP HAZARD ON WALKWAY AT ASPHALT/CEMENT SEAM.</p> <p>I1: 14. TRIP HAZARD ON WALKWAY AT ASPHALT/CEMENT SEAM.</p> <p>I2: 4. CEILING TILE HAS A HOLE. CARPET IS TORN. WALL PAPER IS TORN. 9. FAUCET AND DRINKING FOUNTAIN HAVE NO FLOW. 15. DOOR THRESHOLD IS LOOSE/SCREWS ARE MISSING.</p> <p>I4: 4. TRIM IS MISSING ON CUBBY HOLES. 7. LIGHT SWITCH COVER IS BROKEN. 14. SKID PAINT IS PEELING ON RAMP.</p> <p>I5: STORAGE. 7. ELECTRICAL COVER IS MISSING. 9. FAUCET AND SINK HAVE NO FLOW. 14. SKID PAINT IS PEELING ON RAMP.</p> <p>I6: 4. TRIM IS MISSING ON CUBBY HOLES. CEILING TRIM IS SAGGING. 5. UNSECURED ITEMS ARE</p>

## School Facility Conditions and Planned Improvements

				STORED TOO HIGH. 14. SKID PAINT IS PEELING ON RAMP.
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## Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

#### Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

The 2020-2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-2021 school year to other school years.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Mathematics</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	299	NT	NT	NT	NT
<b>Female</b>	139	NT	NT	NT	NT
<b>Male</b>	160	NT	NT	NT	NT
<b>American Indian or Alaska Native</b>	--	NT	NT	NT	NT
<b>Asian</b>	--	NT	NT	NT	NT
<b>Black or African American</b>	--	NT	NT	NT	NT
<b>Filipino</b>	--	NT	NT	NT	NT
<b>Hispanic or Latino</b>	144	NT	NT	NT	NT
<b>Native Hawaiian or Pacific Islander</b>	--	NT	NT	NT	NT
<b>Two or More Races</b>	--	NT	NT	NT	NT
<b>White</b>	124	NT	NT	NT	NT
<b>English Learners</b>	37	NT	NT	NT	NT
<b>Foster Youth</b>	0	0	0	0	0
<b>Homeless</b>	0	0	0	0	0
<b>Military</b>	--	NT	NT	NT	NT
<b>Socioeconomically Disadvantaged</b>	62	NT	NT	NT	NT
<b>Students Receiving Migrant Education Services</b>	--	NT	NT	NT	NT
<b>Students with Disabilities</b>	58	NT	NT	NT	NT

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	299	NT	NT	NT	NT
Female	139	NT	NT	NT	NT
Male	160	NT	NT	NT	NT
American Indian or Alaska Native	--	NT	NT	NT	NT
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	144	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	--	NT	NT	NT	NT
White	124	NT	NT	NT	NT
English Learners	37	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	--	NT	NT	NT	NT
Socioeconomically Disadvantaged	62	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	58	NT	NT	NT	NT

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

NWEA MAP Growth: Reading/Math Student Groups	NWEA MAP Growth: Reading/Math Total Enrollment	NWEA MAP Growth: Reading/Math Number Tested	NWEA MAP Growth: Reading/Math Percent Tested	NWEA MAP Growth: Reading/Math Percent Not Tested	NWEA MAP Growth: Reading/Math Percent At or Above Grade Level
All Students	298	295	99	1	38
Female	138	137	99	1	41
Male	160	158	99	1	36



<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	144	142	99	1	23
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	123	122	99	1	55
<b>English Learners</b>	37	37	100	0	14
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	114	113	99	1	24
<b>Students Receiving Migrant Education Services</b>	--	--	--	--	--
<b>Students with Disabilities</b>	47	46	98	2	26

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

<b>NWEA MAP Growth: Reading/Math Student Groups</b>	<b>NWEA MAP Growth: Reading/Math Total Enrollment</b>	<b>NWEA MAP Growth: Reading/Math Number Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Not Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent At or Above Grade Level</b>
<b>All Students</b>	298	294	99	1	27
<b>Female</b>	138	136	99	1	22
<b>Male</b>	160	158	99	1	30
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	144	142	99	1	18
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	123	121	98	2	36
<b>English Learners</b>	37	37	100	0	8
<b>Foster Youth</b>	--	--	--	--	--

<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	114	112	98	2	13
<b>Students Receiving Migrant Education Services</b>	--	--	--	--	--
<b>Students with Disabilities</b>	47	47	100	0	17

\*At or above the grade-level standard in the context of the local assessment administered.

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

For any 2020-2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

<b>Subject</b>	<b>School 2019-20</b>	<b>School 2020-21</b>	<b>District 2019-20</b>	<b>District 2020-21</b>	<b>State 2019-20</b>	<b>State 2020-21</b>
<b>Science</b> (grades 5, 8 and high school)	N/A	NT	N/A	NT	N/A	28.72

## 2020-21 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. For any data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	90	NT	NT	NT	NT
Female	40	NT	NT	NT	NT
Male	50	NT	NT	NT	NT
American Indian or Alaska Native	--	NT	NT	NT	NT
Asian	0	0	0	0	0
Black or African American	--	NT	NT	NT	NT
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	48	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	--	NT	NT	NT	NT
White	34	NT	NT	NT	NT
English Learners	14	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	23	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	14	NT	NT	NT	NT

### B. Pupil Outcomes

#### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2020-21 California Physical Fitness Test Results

Due to the COVID-19 crisis, the Physical Fitness Test was suspended during the 2020-2021 school year and therefore no data are reported and each cell in this table is populated with "N/A."

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
Grade 5	N/A	N/A	N/A
Grade 7	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2021-22 Opportunities for Parental Involvement

Parents are encouraged to participate in their child's education by monitoring schoolwork and homework each day, volunteering, and communicating with us. Communication through our Parent Vue System, Facebook, Twitter, Blackboard Connect, and classroom connection systems such as Class Dojo and Bloomz provide many ways to keep families involved. The school also seeks parental participation in PTKC (Parent Teacher Kids Club), ELAC (English Learner Advisory Committee), and School Site Council. Events such as Family Bingo Night, Pancake Breakfast, and Family Dance Night are opportunities for parent involvement. Parents are enthusiastic about doing their part to create a positive school community.

#### 2020-21 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	557	544	57	10.5
Female	267	258	23	8.9
Male	290	286	34	11.9
American Indian or Alaska Native	3	3	0	0.0
Asian	16	16	0	0.0
Black or African American	10	10	1	10.0
Filipino	3	3	0	0.0
Hispanic or Latino	279	272	35	12.9
Native Hawaiian or Pacific Islander	2	2	0	0.0
Two or More Races	20	20	1	5.0
White	223	217	20	9.2
English Learners	67	66	9	13.6
Foster Youth	1	0	0	0.0
Homeless	5	5	4	80.0
Socioeconomically Disadvantaged	238	230	38	16.5
Students Receiving Migrant Education Services	16	16	0	0.0
Students with Disabilities	113	110	15	13.6

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

#### Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2018-19	School 2020-21	District 2018-19	District 2020-21	State 2018-19	State 2020-21
<b>Suspensions</b>	0.54	0.00	2.99	0.00	3.47	0.20
<b>Expulsions</b>	0.00	0.00	0.00	0.00	0.08	0.00

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-2020 suspensions and expulsions rate data are not comparable to other year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
<b>Suspensions</b>	1.04	1.83	2.45
<b>Expulsions</b>	0.00	0.00	0.05

## 2020-21 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

## 2021-22 School Safety Plan

The district has developed a comprehensive emergency plan in conjunction with the Galt Police and Fire Departments, which describes specific procedures for all types of emergencies. The plan is updated every fall and spring. An "Emergency Handbook", kept in the office, outlines the plan of action for emergencies such as earthquakes, fires, floods and chemical spills. School sites have an evacuation plan and emergency drills are conducted regularly. Periodic, random school safety inspections are conducted by the Schools Insurance Authority of Sacramento County. All gates remain locked throughout the school day with admittance to the campus only through the main office. Visitors to the campus are required to check in and out at the office to receive a badge.

### D. Other SARC Information

#### Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2018-19 Elementary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	14	4	3	
1	39	4		2
2	40		3	2
3	43		4	2
4	42	1	2	2
5	44		2	1
6	31	2	2	1
Other	12	2	1	

## 2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	14	4	2	
1	44	3		3
2	40	4		2
3	41		3	2
4	51		3	2
5	46			1
6	48			3
Other	16	5		1

## 2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	16	8		2
1	35	3		2
2	36	2	2	2
3	38	2	2	2
4	45		2	2
5	42		3	1
6	42		2	1
Other	13	7	1	

## 2020-21 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
<b>Pupils to Academic Counselor</b>	

## 2020-21 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
<b>Counselor (Academic, Social/Behavioral or Career Development)</b>	0
<b>Library Media Teacher (Librarian)</b>	0
<b>Library Media Services Staff (Paraprofessional)</b>	1
<b>Psychologist</b>	.5
<b>Social Worker</b>	1
<b>Nurse</b>	.16
<b>Speech/Language/Hearing Specialist</b>	1
<b>Resource Specialist (non-teaching)</b>	1



## 2019-20 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2019-20 expenditures per pupil and average teach salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	11629	3554	8075	81815
District	N/A	N/A	8244	\$77,560
Percent Difference - School Site and District	N/A	N/A	-2.1	5.3
State			\$8,444	\$82,431
Percent Difference - School Site and State	N/A	N/A	-4.5	-0.8

## 2020-21 Types of Services Funded

Instructional assistants are employed to assist with foundational reading skill instruction, and English Learner support in designated ELD blocks. After school, extended day opportunities are provided by classified and certificated staff to meet the needs of students. Our BFLC runs after school clubs each week and we have an after school program (SOAR) through Parks and Recreation Department.

## 2019-20 Teacher and Administrative Salaries

This table displays the 2019-20 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$44,112	\$51,450
Mid-Range Teacher Salary	\$70,624	\$80,263
Highest Teacher Salary	\$94,926	\$101,012
Average Principal Salary (Elementary)	\$120,906	\$128,082
Average Principal Salary (Middle)	\$122,633	\$132,453
Average Principal Salary (High)	\$0	\$134,792
Superintendent Salary	\$167,713	\$197,968
Percent of Budget for Teacher Salaries	36%	34%
Percent of Budget for Administrative Salaries	6%	6%

## Professional Development

Staff development is an important part of the planned school program at Galt Joint Union Elementary School District. The school's teachers and support staff are committed to keeping up to date on the latest educational developments. The district traditionally offers three staff development days, plus three pre-service days at the beginning of the school year.

New teachers and teachers seeking additional assistance are supported by The Induction Program providers. They meet regularly with an experienced mentor to discuss their successes and challenges and new ideas for their classrooms.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2019-20	2020-21	2021-22
Number of school days dedicated to Staff Development and Continuous Improvement	3	1	3

# Galt Joint Union ESD

## 2020-21 Local Accountability Report Card (LARC) Addendum

### Local Accountability Report Card (LARC) Addendum

#### 2020-21 Local Accountability Report Card (LARC) Addendum Overview



On July 14, 2021, the California State Board of Education (SBE) determined that the California Department of Education (CDE) will use the SARC as the mechanism to conduct a one-time data collection of the LEA-level aggregate test results of all school's local assessments administered during the 2020–2021 school year in order to meet the federal Every Students Succeeds Act (ESSA) reporting requirement for the Local Educational Agency Accountability Report Cards (LARCs).

Each local educational agency (LEA) is responsible for preparing and posting their annual LARC in accordance with the federal ESSA. As a courtesy, the CDE prepares and posts the LARCs on behalf of all LEAs.

Only for the 2020–2021 school year and the 2020–2021 LARCs, LEAs are required to report their aggregate local assessments test results at the LEA-level to the CDE by populating the tables below via the SARC. These data will be used to meet the LEAs' federal requirement for their LARCs. Note that it is the responsibility of the school and LEA to ensure that all student privacy and suppression rules are in place when reporting data in Tables 3 and 4 in the Addendum, as applicable.

The tables below are not part of the SBE approved 2020–2021 SARC template but rather are the mechanism by which these required data will be collected from LEAs.

For purposes of the LARC and the following tables, an LEA is defined as a school district, a county office of education, or a direct funded charter school.

### 2021-22 District Contact Information

District Name	Galt Joint Union ESD
Phone Number	209.744.4545
Superintendent	Lois Yount
Email Address	lyount@galt.k12.ca.us
District Website Address	<a href="http://gjuesd-ca.schoolloop.com/">http://gjuesd-ca.schoolloop.com/</a>

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14	99.86	--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14		--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

# River Oaks Elementary School

## 2021 School Accountability Report Card

### General Information about the School Accountability Report Card (SARC)

#### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at [www.cde.ca.gov/ta/ac/sa/](http://www.cde.ca.gov/ta/ac/sa/)

For more information about the LCFF or the LCAP, see the CDE LCFF web page at [www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/)

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at [dq.cde.ca.gov/dataquest/](http://dq.cde.ca.gov/dataquest/) that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### California School Dashboard



The California School Dashboard (Dashboard) [www.caschooldashboard.org/](http://www.caschooldashboard.org/) reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

#### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2021-22 School Contact Information

<b>School Name</b>	River Oaks Elementary School
<b>Street</b>	905 Vintage Oak Avenue
<b>City, State, Zip</b>	Galt, CA 95632
<b>Phone Number</b>	(209) 745-4614
<b>Principal</b>	Donna Gill
<b>Email Address</b>	dgill@galt.k12.ca.us
<b>School Website</b>	
<b>County-District-School (CDS) Code</b>	34 67348 610654

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union ESD
<b>Phone Number</b>	209.744.4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjuesd-ca.schoolloop.com/">http://gjuesd-ca.schoolloop.com/</a>

## 2021-22 School Overview

Vision: We envision...

- \*A school where students will develop foundational skills, individual talents, and skills needed to be college and career ready.
- \*A school where everyone is physically and emotionally safe.
- \*A school where everyone takes responsibility for their own actions.
- \*A school where parents, community, and staff encourage and support students to do their best.
- \*A school where 100% of all students will meet or exceed their individual growth goals based on the California Common Core Standards.
- \*A school where students have learning opportunities to develop 21st Century Skills.
- \*A school where students are technologically literate and globally minded.
- \*A school where students and staff communicate effectively and work cooperatively.
- \*A school where students will develop critical thinking and problem solving skills.
- \*A school where students and staff model the Eight Great Character Traits.
- \*A school where students give to others and the greater community.

Mission:

Core Values (belief statements that guide us)

- \*Children come first.
- \*All children can learn.
- \*We focus on results. (meeting/exceeding growth targets)
- \*Our expectations and standards are high.
- \*Evaluation drives improvement.
- \*Collaboration and teamwork improves student achievement.
- \*We honor diversity.
- \*We act ethically and with integrity, and treat everyone with courtesy and respect.

A Message from the Principal:

The River Oaks staff takes great pride in creating a culturally sensitive school environment that is safe, nurturing, caring, and intellectually challenging. High standards have been set for behavior and academic personal growth. Students are recognized

## 2021-22 School Overview

and rewarded daily, weekly, and monthly for demonstrating the Eight Great Character Traits in their school work and personal interactions with adults and peers. We believe it is important for students and parents to have a voice and to feel a sense of ownership and pride in their school. Students have many opportunities to participate in extracurricular activities such as: Band, Choir, After School Clubs, and Running Clubs. Parents are encouraged to support their learners at home by listening to them read, providing quiet study areas, and assisting with homework when appropriate. Our families support teachers and contribute to our positive school community in many ways. We are thankful for a very active and supportive PTA, English Language Advisory Committee, and School Site Council. All students are challenged to meet individual growth goals and to perform to the best of their abilities. Individual strengths and talents are recognized in all learners. There are many opportunities for students to use their strengths and talents at school. The teachers and support staff at River Oaks are dedicated to student achievement towards meeting Common Core State Standards. Teachers, specialists, and administration collaborate on a regular basis to provide a personalized, standards-based education for all learners. Careful and precise data analysis of state and local assessments drive instruction and the needs for enrichment and remedial interventions. We are proud to report that River Oaks has been recognized as a California Distinguished School in 1995, 2002, 2008, 2018, and 2020.

## About this School

### 2020-21 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	64
Grade 1	74
Grade 2	64
Grade 3	85
Grade 4	65
Grade 5	82
Grade 6	67
<b>Total Enrollment</b>	<b>501</b>

## 2020-21 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	1
Asian	6.6
Black or African American	1.2
Filipino	1.2
Hispanic or Latino	49.1
Native Hawaiian or Pacific Islander	0.6
Two or More Races	0.8
White	39.5
English Learners	21.2
Foster Youth	0.2
Homeless	5.6
Socioeconomically Disadvantaged	57.1
Students with Disabilities	14.4

### A. Conditions of Learning

#### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>



## 2019-20 Teacher Preparation and Placement

Authorization/Assignment	2019-20
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	
<b>Intern Credential Holders Properly Assigned</b>	
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	
<b>Unknown</b>	
<b>Total Teaching Positions</b>	

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2019-20 Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2019-20
<b>Permits and Waivers</b>	
<b>Misassignments</b>	
<b>Vacant Positions</b>	
<b>Total Teachers Without Credentials and Misassignments</b>	

## 2019-20 Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2019-20
<b>Credentialed Teachers Authorized on a Permit or Waiver</b>	
<b>Local Assignment Options</b>	
<b>Total Out-of-Field Teachers</b>	

## 2019-20 Class Assignments

Indicator	2019-20
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	

## 2021-22 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Galt Joint Union Elementary held a Public Hearing on September 22, 2021, and determined that each school within the district has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. Materials approved for use by the state are reviewed by all teachers and a recommendation is made to the School Board by a selection committee composed of teachers and administrators. All recommended materials are available for parent examination at the district office prior to adoption. The table displays information about the quality, currency, and availability of the standards-aligned textbooks and other instructional materials used at the school.

**Year and month in which the data were collected**

September, 2020

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
<b>Reading/Language Arts</b>	K-6 Benchmark Advance, adopted in 2017-18	Yes	0
<b>Mathematics</b>	K-6 Eureka Math, adopted as bridge program in 2016	Yes	0
<b>Science</b>	K-5 Pearson Scott Foresman- California Science, adopted in 2007  6th Glencoe/McGraw Hill- Science Focus, adopted in 2007	Yes	0
<b>History-Social Science</b>	K-5 MacMillian/McGraw Hill- California Vistas, adopted in 2006  6th Glencoe/McGraw Hill- Discovering our Past, adopted in 2006	Yes	0
<b>Foreign Language</b>			
<b>Health</b>			
<b>Visual and Performing Arts</b>			
<b>Science Laboratory Equipment (grades 9-12)</b>			

## School Facility Conditions and Planned Improvements

River Oaks Elementary opened in 1992 and is comprised of 18 permanent classrooms, 16 portable classrooms, one multipurpose room, one library, a staff lounge, and two playgrounds. The table shows the results of the most recent school facilities inspection. While reviewing this report, please note that even minor discrepancies are reported in the inspection process. The items noted in the table have been corrected or are in the process of remediation.

### Cleaning Process

The principal works daily with the custodial staff of three to ensure that the cleaning of the school is maintained to provide for a clean and safe school. The district governing board has adopted cleaning standards for all schools in the district. A summary of these standards is available at the district office for review.

### Maintenance and Repair

District maintenance staff ensures that the repairs necessary to keep the school in good repair and work orders are completed in a timely manner. A work order process is used to ensure efficient service, and highest priority are given to emergency repairs.

Year and month of the most recent FIT report

11/2021

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces			X	13: 4. CARPET IS TORN. 17: 4. WALLPAPER IS TORN. 23: 4. CARPER IS STAINED. 25: 4. WALL PAPER IS TORN. 14. TRIP HAZARD AT CEMENT/ASPHALT SEAM. 9. DRINKING FOUNTAIN HAS LOW FLOW. 29: 4. CARPET IS TORN. FORMICA ON CABINET DOOR IS CHIPPED. 3: 4. WATER DAMAGE TO SINK COUNTER TOP. 9. DRINKING FOUNTAIN FLOWS INTO MOUTHGUARD. 32: 4. CARPET IS WATER STSINED AT THE THRESHOLD. 34: 4. WALLPAPER IS TORN. 14. TRIP HAZARD AT CEMENT/ASPHALT SEAM. 39: 4. WALL BOARD HAS A HOLE. 4: 4. CEILING TILE HAS A WATER STAIN. 8: 4. PLASTER IS CHIPPING. 9: 4. CEILING TILE HAS A WATER STAIN. 9. DRINKING FOUNTAIN LOW FLOW. BOYS REST ROOM: 4. GROUT IS MISSING BEHIND TOILET. WALL TILES ARE BROKEN. 15. DOOR MECHANISM IS LEAKING OIL. CUSTODIAL: 4. LINOLEUM IS LIFTING AND BROKEN. ELECTRICAL/ CUSTODIAN: 4. LINOLEUM FLOORING IS CRACKING IN COVE BASE.

## School Facility Conditions and Planned Improvements

			<p>GIRLS REST ROOM: 4. WALL TILES ARE BROKEN.9. ONE FAUCET IS LOOSE AT THE BASE.</p> <p>STAFF ROOM: 4. CEILING TILE HAS A HOLE.</p> <p>STAGE/ MUSIC 37: 4. WALL PAPER IS TORN.</p>
<p><b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation</p>	X		<p>14: 5. UNSECURED ITEMS ARE STORED TOO HIGH. 9. FAUCET LEAKS AT NOZZLE.</p> <p>26: 5. BLACK GROWTH ON DRINKING FOUNTAIN MOUTHPIECE. UNSECURED ITEMS ARE STORED TOO HIGH. 15. GARDEN FENCE IS BROKEN.</p> <p>31: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>KITCHEN: 5. UNSECURED ITEMS ARE STORED TOO HOGH. 15. RESTROOM DOOR STICKS AND WILL NOT CLOSE INDEPENDENTLY.</p> <p>STORAGE: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>WORKROOM (NEAR 28): 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>WORKROOM (NEAR 8): 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>WORKROOM/ STORAGE: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>WORKROOM: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p>
<p><b>Electrical</b></p>	X		<p>15: 7. POWER STRIP CREATES A TRIP HAZRD.</p> <p>18: 7. CORD IS CREATING A TRIP HAZARD. 14. TRIP HAZARDS AT ASPHALT/CEMENT SEAM AND WALKWAY.</p> <p>22: 7. ELECTRICAL APPLIANCES IN CLOSE PROXIMITY TO WATER SOURCE. 9. DRINKING FOUNTAIN HAS A HIGH FLOW.</p> <p>27: 7. LIGHT SWITCH IS BROKEN. 14. TRIP HAZARD AT CEMENT/ASPHALT SEAM.</p> <p>30: 7. EXTERIOR LIGHT COVER IS MISSING.</p> <p>10.CANDLE PRESENT.</p> <p>GIRLS REST ROOM: 7. LIGHT DIFFUSER IS BROKEN. 11. PAINT IS PEELING ON WALL.</p> <p>LIBRARY: 7. TWO LIGHT DIFFUSERS ARE BROKEN (STORAGE AND REST ROOM).</p>
<p><b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains</p>		X	<p>14: 5. UNSECURED ITEMS ARE STORED TOO HIGH. 9. FAUCET LEAKS AT NOZZLE.</p>

## School Facility Conditions and Planned Improvements

			<p>22: 7. ELECTRICAL APPLIANCES IN CLOSE PROXIMITY TO WATER SOURCE. 9. DRINKING FOUNTAIN HAS A HIGH FLOW.</p> <p>25: 4. WALL PAPER IS TORN. 14. TRIP HAZARD AT CEMENT/ASPHALT SEAM. 9. DRINKING FOUNTAIN HAS LOW FLOW.</p> <p>28: 9. FAUCET HAS A LOW FLOW.</p> <p>3: 4. WATER DAMAGE TO SINK COUNTER TOP. 9. DRINKING FOUNTAIN FLOWS INTO MOUTHGUARD.</p> <p>9: 4. CEILING TILE HAS A WATER STAIN. 9. DRINKING FOUNTAIN LOW FLOW.</p> <p>BOYS REST ROOM: 4. WALL TILE IS BROKEN. 8. TOILETS ARE LOOSE AT THE BASE. 9. ONE FAUCET IS LOOSE AT THE BASE.</p> <p>BOYS REST ROOM: 8. TOILETS ARE LOOSE AT THE BASE.</p> <p>BOYS REST ROOM: 9. EXTERIOR DRINKING FOUNTAIN IS LEAKING. ONE FAUCET IS LOOSE AT THE BASE.</p> <p>GIRLS REST ROOM: 4. WALL TILES ARE BROKEN. 9. ONE FAUCET IS LOOSE AT THE BASE.</p> <p>WORKROOM: 9. DRINKING FOUNTAIN HAS LOW FLOW.</p>
<p><b>Safety:</b> Fire Safety, Hazardous Materials</p>	X		<p>30: 7. EXTERIOR LIGHT COVER IS MISSING. 10. CANDLE PRESENT.</p> <p>GIRLS REST ROOM: 7. LIGHT DIFFUSER IS BROKEN. 11. PAINT IS PEELING ON WALL.</p>
<p><b>Structural:</b> Structural Damage, Roofs</p>	X		
<p><b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences</p>	X		<p>18: 7. CORD IS CREATING A TRIP HAZARD. 14. TRIP HAZARDS AT ASPHALT/CEMENT SEAM AND WALKWAY.</p> <p>25: 4. WALL PAPER IS TORN. 14. TRIP HAZARD AT CEMENT/ASPHALT SEAM. 9. DRINKING FOUNTAIN HAS LOW FLOW.</p> <p>26: 5. BLACK GROWTH ON DRINKING FOUNTAIN MOUTHPIECE. UNSECURED ITEMS ARE STORED TOO HIGH. 15. GARDEN FENCE IS BROKEN.</p> <p>27: 7. LIGHT SWITCH IS BROKEN. 14. TRIP HAZARD AT CEMENT/ASPHALT SEAM.</p> <p>34: 4. WALLPAPER IS TORN. 14. TRIP HAZARD AT CEMENT/ASPHALT SEAM.</p> <p>8: 4. PLASTER IS CHIPPING.</p>

## School Facility Conditions and Planned Improvements

			<p>BOYS REST ROOM: 4. GROUT IS MISSING BEHIND TOILET. WALL TILES ARE BROKEN. 15. DOOR MECHANISM IS LEAKING OIL.</p> <p>KITCHEN: 5. UNSECURED ITEMS ARE STORED TOO HOGH. 15. RESTROOM DOOR STICKS AND WILL NOT CLOSE INDEPENDENTLY.</p> <p>PARKING LOTS: 14. TRIP HAZARDS AT DRAINS AND WALKWAYS.</p> <p>PLAY FIELDS: 15. BACKSTOP FENCING IS BROKEN.</p>
--	--	--	--

## Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

#### Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

The 2020-2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-2021 school year to other school years.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Mathematics</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A



## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	314	NT	NT	NT	NT
<b>Female</b>	171	NT	NT	NT	NT
<b>Male</b>	143	NT	NT	NT	NT
<b>American Indian or Alaska Native</b>	--	NT	NT	NT	NT
<b>Asian</b>	17	NT	NT	NT	NT
<b>Black or African American</b>	--	NT	NT	NT	NT
<b>Filipino</b>	--	NT	NT	NT	NT
<b>Hispanic or Latino</b>	161	NT	NT	NT	NT
<b>Native Hawaiian or Pacific Islander</b>	--	NT	NT	NT	NT
<b>Two or More Races</b>	--	NT	NT	NT	NT
<b>White</b>	122	NT	NT	NT	NT
<b>English Learners</b>	69	NT	NT	NT	NT
<b>Foster Youth</b>	--	NT	NT	NT	NT
<b>Homeless</b>	0	0	0	0	0
<b>Military</b>	0	0	0	0	0
<b>Socioeconomically Disadvantaged</b>	105	NT	NT	NT	NT
<b>Students Receiving Migrant Education Services</b>	--	NT	NT	NT	NT
<b>Students with Disabilities</b>	35	NT	NT	NT	NT

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	314	NT	NT	NT	NT
Female	171	NT	NT	NT	NT
Male	143	NT	NT	NT	NT
American Indian or Alaska Native	--	NT	NT	NT	NT
Asian	17	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	161	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	--	NT	NT	NT	NT
White	122	NT	NT	NT	NT
English Learners	69	NT	NT	NT	NT
Foster Youth	--	NT	NT	NT	NT
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	105	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	35	NT	NT	NT	NT

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

NWEA MAP Growth: Reading/Math Student Groups	NWEA MAP Growth: Reading/Math Total Enrollment	NWEA MAP Growth: Reading/Math Number Tested	NWEA MAP Growth: Reading/Math Percent Tested	NWEA MAP Growth: Reading/Math Percent Not Tested	NWEA MAP Growth: Reading/Math Percent At or Above Grade Level
All Students	312	303	97	3	45
Female	170	166	98	2	48
Male	142	137	96	4	41

<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	17	16	94	6	50
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	161	156	97	3	32
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	120	118	98	2	59
<b>English Learners</b>	69	68	99	1	21
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	17	17	100	0	65
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	184	178	97	3	36
<b>Students Receiving Migrant Education Services</b>	--	--	--	--	--
<b>Students with Disabilities</b>	31	26	84	16	23

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

<b>NWEA MAP Growth: Reading/Math Student Groups</b>	<b>NWEA MAP Growth: Reading/Math Total Enrollment</b>	<b>NWEA MAP Growth: Reading/Math Number Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Not Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent At or Above Grade Level</b>
<b>All Students</b>	312	302	97	3	30
<b>Female</b>	170	165	97	3	30
<b>Male</b>	142	137	96	4	30
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	17	16	94	6	56
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	161	155	96	4	19
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	120	118	98	2	38
<b>English Learners</b>	69	68	99	1	16
<b>Foster Youth</b>	--	--	--	--	--

<b>Homeless</b>	17	17	100	0	47
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	184	178	97	3	21
<b>Students Receiving Migrant Education Services</b>	--	--	--	--	--
<b>Students with Disabilities</b>	31	26	84	16	4

\*At or above the grade-level standard in the context of the local assessment administered.

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

For any 2020-2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

<b>Subject</b>	<b>School 2019-20</b>	<b>School 2020-21</b>	<b>District 2019-20</b>	<b>District 2020-21</b>	<b>State 2019-20</b>	<b>State 2020-21</b>
<b>Science</b> (grades 5, 8 and high school)	N/A	NT	N/A	NT	N/A	28.72

## 2020-21 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. For any data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	82	NT	NT	NT	NT
Female	47	NT	NT	NT	NT
Male	35	NT	NT	NT	NT
American Indian or Alaska Native	0	0	0	0	0
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	0	0	0	0	0
Hispanic or Latino	43	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	--	NT	NT	NT	NT
White	30	NT	NT	NT	NT
English Learners	11	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	27	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	--	NT	NT	NT	NT

### B. Pupil Outcomes

#### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2020-21 California Physical Fitness Test Results

Due to the COVID-19 crisis, the Physical Fitness Test was suspended during the 2020-2021 school year and therefore no data are reported and each cell in this table is populated with "N/A."

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
Grade 5	N/A	N/A	N/A
Grade 7	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2021-22 Opportunities for Parental Involvement

Parents have many different opportunities to become involved in the school. We have a very active and supportive PTA and English Learner Advisory Committee (ELAC) group that meet regularly to make decisions on how to best support the students and school. Annually, PTA organizes fundraising efforts, Harvest Festival, Family Movie Nights, Jog-a-Thon, Family Dances, and Holiday Store. Our ELAC organize and participate in the running of the holiday store each December. Parents serving on our School Site Council Committee play an active role in site decision making through the Single School Plan. We encourage our parents to support the school and classrooms.

Key stakeholders work collaboratively to provide the following resources for families:

- ~Breakfast, lunch, after school and summer meals provided free to all students
- ~Providing transportation for extended day and after school clubs
- ~Scholarships and fundraising for field trips
- ~Support with health services
- ~Counseling/Social Worker
- ~Parenting Classes
- ~Free Family Events
- ~Support with technology and internet services
- ~Spanish communication

## 2020-21 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	551	537	68	12.7
Female	281	274	31	11.3
Male	270	263	37	14.1
American Indian or Alaska Native	5	5	1	20.0
Asian	34	33	1	3.0
Black or African American	8	8	2	25.0
Filipino	6	6	0	0.0
Hispanic or Latino	274	267	42	15.7
Native Hawaiian or Pacific Islander	4	4	1	25.0
Two or More Races	4	4	0	0.0
White	216	210	21	10.0
English Learners	116	115	19	16.5
Foster Youth	2	1	0	0.0
Homeless	31	31	5	16.1
Socioeconomically Disadvantaged	325	319	52	16.3
Students Receiving Migrant Education Services	12	12	0	0.0
Students with Disabilities	83	82	12	14.6

### C. Engagement

#### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2018-19	School 2020-21	District 2018-19	District 2020-21	State 2018-19	State 2020-21
<b>Suspensions</b>	0.84	0.00	2.99	0.00	3.47	0.20
<b>Expulsions</b>	0.00	0.00	0.00	0.00	0.08	0.00

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-2020 suspensions and expulsions rate data are not comparable to other year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
<b>Suspensions</b>	0.51	1.83	2.45
<b>Expulsions</b>	0.00	0.00	0.05

## 2020-21 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
<b>All Students</b>	0.00	0.00
<b>Female</b>	0.00	0.00
<b>Male</b>	0.00	0.00
<b>American Indian or Alaska Native</b>	0.00	0.00
<b>Asian</b>	0.00	0.00
<b>Black or African American</b>	0.00	0.00
<b>Filipino</b>	0.00	0.00
<b>Hispanic or Latino</b>	0.00	0.00
<b>Native Hawaiian or Pacific Islander</b>	0.00	0.00
<b>Two or More Races</b>	0.00	0.00
<b>White</b>	0.00	0.00
<b>English Learners</b>	0.00	0.00
<b>Foster Youth</b>	0.00	0.00
<b>Homeless</b>	0.00	0.00
<b>Socioeconomically Disadvantaged</b>	0.00	0.00
<b>Students Receiving Migrant Education Services</b>	0.00	0.00
<b>Students with Disabilities</b>	0.00	0.00



## 2021-22 School Safety Plan

The district has developed a comprehensive emergency plan in conjunction with the Galt Police and Fire Departments, which describes specific procedures for all types of emergencies. The plan is updated every fall and spring.

Our school Emergency Handbook outlines the plan of action for emergencies such as earthquakes, fires, floods, lockdowns, and chemical spills. Our school site has an evacuation plan and emergency drills are conducted monthly. We have a site crisis team that meets in August and September to review emergency procedures and protocols. We have an emergency phone tree system to call classrooms and staff. Staff are trained on emergency procedures in August and September each year. Periodic, random school safety inspections are conducted by the Schools Insurance Authority of Sacramento County. Visitors to the campus are required to check in and out at the office and wear a visitor badge while on campus.

### D. Other SARC Information

### Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2018-19 Elementary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	18	1	4	
1	42	1	3	2
2	41		3	2
3	40	4		2
4	35	1	2	1
5	36	1	2	1
6	34	2	2	3
Other	22	3		1

## 2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	18	2	3	
1	45		3	2
2	47		4	2
3	42		3	2
4	53		3	2
5	47			2
6	37	1		3
Other	18	3	1	1

## 2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	15	3	1	
1	36	4		2
2	37	2	1	2
3	42	1	3	2
4	48		2	2
5	38		3	1
6	42		2	1
Other	10	5		

## 2020-21 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

## 2020-21 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	0
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	1
Psychologist	1
Social Worker	1
Nurse	.16
Speech/Language/Hearing Specialist	2
Resource Specialist (non-teaching)	1

## 2019-20 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2019-20 expenditures per pupil and average teach salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	11692	3446	8246	74985
District	N/A	N/A	8244	\$77,560
Percent Difference - School Site and District	N/A	N/A	0.0	-3.4
State			\$8,444	\$82,431
Percent Difference - School Site and State	N/A	N/A	-2.4	-9.5

## 2020-21 Types of Services Funded

Supplemental programs and services at River Oaks that support and assist our learners include:

- Our school currently has a team of eight instructional assistants that provide additional reading and math skills practice in small groups. We focus these supports and interventions primarily in our TK-3rd grades. However, depending upon the need, our instructional assistants provide intervention in grades 4th-6th, as well. Instructional assistants are provided training throughout the year based on the needs of our learners. This training is completed by our district curriculum coaches and site administration.
- Extended day services are offered two days a week after school. Teachers and instructional assistants support students with reading, science, and math.
- Free breakfasts lunches, and after school meals are offered to all students.
- Students are able to check out a Chromebook with Wi-Fi services for home use.
- The Bright Future Learning Center (BFLC) is utilized as an enrichment hub which offers and supports blended learning opportunities beyond the classroom.
- Our school social worker program helps to keep children supported through their school years. Though school dropouts are rare in the elementary grades, enough knowledge exists to be able to identify the children who are at-risk of dropping out of school at a later age. Our social worker is responsible for various programs aimed at reducing or eliminating the high risk factors that interfere with student learning. Our social worker provides support to our students and staff, support to our families, works with attendance intervention, and provides on-going workshops for parents and staff.
- Health services are under the supervision of a qualified school nurse. Vision screening, hearing tests, first aid and health counseling are among the services. Our district nurse, along with our school health clerk, is available to address health problems that interfere with the learning process.

## 2019-20 Teacher and Administrative Salaries

This table displays the 2019-20 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
<b>Beginning Teacher Salary</b>	\$44,112	\$51,450
<b>Mid-Range Teacher Salary</b>	\$70,624	\$80,263
<b>Highest Teacher Salary</b>	\$94,926	\$101,012
<b>Average Principal Salary (Elementary)</b>	\$120,906	\$128,082
<b>Average Principal Salary (Middle)</b>	\$122,633	\$132,453
<b>Average Principal Salary (High)</b>	\$0	\$134,792
<b>Superintendent Salary</b>	\$167,713	\$197,968
<b>Percent of Budget for Teacher Salaries</b>	36%	34%
<b>Percent of Budget for Administrative Salaries</b>	6%	6%

## Professional Development

Teachers have multiple opportunities to receive professional development throughout the school year. Administration and district personnel offer trainings related to the Common Core Standards, Benchmark ELA/ELD, Eureka Math, RALLI for ELs, NGSS, technology, and personalizing learning. Teachers have three PD days on the calendar for the 2021-2022 school year, one professional development day during the 20-21 school year; three PD days during the 19-20 school year, and three P.D days during the 18-19 school year. Monthly staff meetings and 5th Wednesdays are also dedicated to Professional Development opportunities.

New teachers and teachers seeking additional assistance are supported by BTSA mentor teachers. They meet regularly with an experienced mentor to discuss their successes and challenges and new ideas for their classrooms.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2019-20	2020-21	2021-22
Number of school days dedicated to Staff Development and Continuous Improvement	3	1	3

# Galt Joint Union ESD

## 2020-21 Local Accountability Report Card (LARC) Addendum

### Local Accountability Report Card (LARC) Addendum

#### 2020-21 Local Accountability Report Card (LARC) Addendum Overview



On July 14, 2021, the California State Board of Education (SBE) determined that the California Department of Education (CDE) will use the SARC as the mechanism to conduct a one-time data collection of the LEA-level aggregate test results of all school's local assessments administered during the 2020–2021 school year in order to meet the federal Every Students Succeeds Act (ESSA) reporting requirement for the Local Educational Agency Accountability Report Cards (LARCs).

Each local educational agency (LEA) is responsible for preparing and posting their annual LARC in accordance with the federal ESSA. As a courtesy, the CDE prepares and posts the LARCs on behalf of all LEAs.

Only for the 2020–2021 school year and the 2020–2021 LARCs, LEAs are required to report their aggregate local assessments test results at the LEA-level to the CDE by populating the tables below via the SARC. These data will be used to meet the LEAs' federal requirement for their LARCs. Note that it is the responsibility of the school and LEA to ensure that all student privacy and suppression rules are in place when reporting data in Tables 3 and 4 in the Addendum, as applicable.

The tables below are not part of the SBE approved 2020–2021 SARC template but rather are the mechanism by which these required data will be collected from LEAs.

For purposes of the LARC and the following tables, an LEA is defined as a school district, a county office of education, or a direct funded charter school.

### 2021-22 District Contact Information

District Name	Galt Joint Union ESD
Phone Number	209.744.4545
Superintendent	Lois Yount
Email Address	lyount@galt.k12.ca.us

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14	99.86	--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14		--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.





# Valley Oaks Elementary School

## 2021 School Accountability Report Card



# General Information about the School Accountability Report Card (SARC)

## SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at [www.cde.ca.gov/ta/ac/sa/](http://www.cde.ca.gov/ta/ac/sa/)

For more information about the LCFF or the LCAP, see the CDE LCFF web page at [www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/)

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

## DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at [dq.cde.ca.gov/dataquest/](http://dq.cde.ca.gov/dataquest/) that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

## California School Dashboard



The California School Dashboard (Dashboard) [www.caschooldashboard.org/](http://www.caschooldashboard.org/) reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2021-22 School Contact Information

<b>School Name</b>	Valley Oaks Elementary School
<b>Street</b>	21 C Street
<b>City, State, Zip</b>	Galt, CA 95632
<b>Phone Number</b>	209-745-1564
<b>Principal</b>	David Nelson
<b>Email Address</b>	<a href="mailto:dnelson@galt.k12.ca.us">dnelson@galt.k12.ca.us</a>
<b>School Website</b>	<a href="https://vo-gjuesd-ca.schoolloop.com/">https://vo-gjuesd-ca.schoolloop.com/</a>
<b>County-District-School (CDS) Code</b>	34 67348 6033310

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union Elementary School District
<b>Phone Number</b>	209-744-4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjuesd-ca.schoolloop.com/">http://gjuesd-ca.schoolloop.com/</a>

## 2021-22 School Overview

Valley Oaks Vision Statement:

At Valley Oaks, we envision:

- Students meeting and exceeding their individual growth goals based on Common Core State Standards
- Students receiving personalized and challenging instruction
- Students being encouraged by parents, staff, and community to do their best
- Students learning in a positive and safe environment
- Students and staff embracing and respecting diversity
- Students developing life skills, critical thinking, and problem solving skills
- Students using 21st century technology to enhance learning
- Students and staff developing and celebrating their identified strengths
- Students and staff are modeling the Four School Rules/Norms and Eight Great Character Traits
- Students, parents and staff working as a team
- Students giving to others and the greater community
- Students and staff taking pride in their work EVERYDAY

Valley Oaks Mission Statement:

Education is the shared responsibility of everyone: Students, Teachers, Parents and the Community.  
Valley Oaks Elementary is committed to: Growing And Learning Together

Principal's Message

Welcome to 21st century learning at Valley Oaks - where every student is guided on a path to their own bright future! We are integrating the California Common Core State Standards with constantly updated technology through the individual use of Chromebooks for each student in grades TK-6, as well as software resources to bring the world into our classrooms. This allows classrooms to transform into blended personalized learning environments that integrate technology throughout academic content areas. Students participate daily in high quality literacy instruction and deliberate practice of literacy skills, developing critical thinking skills, collaborating with peers while building their communication skills, and with creative and innovative service learning projects. In addition, staff, parents, and students work together to set and create personalized learning plans based on identified student strengths and individual academic needs. We strive to provide an environment that addresses the social and emotional needs of students by creating positive relationships with staff and students, and instruction in social/emotional lessons. The staff continues to work collaboratively to offer rigorous and creative opportunities for our students to prepare them for college and career opportunities. Valley Oaks students know they are valued, can achieve, and are on the path to becoming independent and confident teenagers and young adults. Our students feel engaged and have a high sense of engagement while at school, as well as high hope for themselves and their future.

## About this School

### 2020-21 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	72
Grade 1	62
Grade 2	86
Grade 3	79
Grade 4	77
Grade 5	69
Grade 6	85
Total Enrollment	530

### 2020-21 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	0.4
Asian	0.4
Black or African American	0.6
Hispanic or Latino	84
Native Hawaiian or Pacific Islander	0.4
Two or More Races	0.4
White	13.8
English Learners	49.2
Homeless	7.7
Socioeconomically Disadvantaged	84.5
Students with Disabilities	15.7

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>

## 2019-20 Teacher Preparation and Placement

Authorization/Assignment	2019-20
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	
<b>Intern Credential Holders Properly Assigned</b>	
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	
<b>Unknown</b>	
<b>Total Teaching Positions</b>	

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2019-20 Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2019-20
<b>Permits and Waivers</b>	
<b>Misassignments</b>	
<b>Vacant Positions</b>	
<b>Total Teachers Without Credentials and Misassignments</b>	

## 2019-20 Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2019-20
<b>Credentialed Teachers Authorized on a Permit or Waiver</b>	
<b>Local Assignment Options</b>	
<b>Total Out-of-Field Teachers</b>	

## 2019-20 Class Assignments

Indicator	2019-20
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	

## 2021-22 Quality, Currency, Availability of Textbooks and Other Instructional Materials

The public hearing for the sufficiency of materials was held at the Sept 22, 2021 Galt Joint Union Elementary School District school board meeting and determined that each school within the district has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. Materials approved for use by the state are reviewed by all teachers and a recommendation is made to the School Board by a selection committee composed of teachers and administrators. All recommended materials are available for parent examination at the district office prior to adoption. The table displays information about the quality, currency, and availability of the standards-aligned textbooks and other instructional materials used at the school. The 2017-2018 school year marked the first year of K-6 ELA/ELD Adoption, Benchmark Advance, used by all students in all grades. Additionally, all students in grades TK-6 have access to personalized blended learning opportunities through his/her own Chromebook and personalized programs and applications.

Year and month in which the data were collected

September 2020

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
<b>Reading/Language Arts</b>	K-6 Benchmark Advance, adopted in 2017	Yes	0
<b>Mathematics</b>	Eureka Math, adopted in 2016-17	Yes	0
<b>Science</b>	K-5 Pearson Scott Foresman- California Science, adopted in 2007 6th Glencoe/McGraw Hill- Science Focus, adopted in 2007	Yes	0
<b>History-Social Science</b>	K-5 MacMillian/McGraw Hill- California Vista, adopted in 2006 6th Glencoe/McGraw Hill- Discovering our Past, adopted in 2006	Yes	0
<b>Foreign Language</b>			
<b>Health</b>			
<b>Visual and Performing Arts</b>			
<b>Science Laboratory Equipment (grades 9-12)</b>			

## School Facility Conditions and Planned Improvements

Valley Oaks was built in 1966. Throughout the years additional classrooms have been added to address growth and class-size reduction. Presently, there are 35 classrooms, a multipurpose room (cafeteria, gym, stage), a library, an administration building, three playgrounds, and a garden for outdoor science lab classes. Recent modernization to the campus included an entire resurfacing of blacktop to all playgrounds. The district takes great effort to ensure that Valley Oaks is clean, safe, and functional. The table shows the results of the most recent school facilities inspection. While reviewing this report, please note that even minor discrepancies are reported in the inspection process. The items noted in the table have been corrected or are in the process of remediation. Funds from a recently passed general obligation bond are being used to help modernize, update, and provide safety improvements for Valley Oaks. In the summer of 2018 and during the 2018-2019 school year, significant modernization efforts were made to the Kindergarten/1st grade, 2nd grade, and 4th grade buildings - improvements which include new HVAC units, new roofs, new gutters/drains, new exterior structure repair and new paint. Additionally, the entire Multi-Use room, from Kitchen to gymnasium to stage area have all undergone significant modernization efforts, both in the exterior and interior, including new HVAC, fire sprinkler install, new LED lighting, new flooring throughout, new walls, doors, ceiling, complete bathroom remodel, complete kitchen remodel, and all underground/above ground infrastructure efforts to make all of it happen. Additionally, the roof, wood exteriors (soffits), gutters and drains, as well as exterior lighting have all been completely replaced. Those buildings that were not renovated have been repainted (Library and office) and spot painting has been done to all areas of the school. Ramps and doors were also repainted. Indoor areas that were in need also have been repainted.

### Cleaning Process

The principal works daily with the two full-time and two part-time custodial staff to ensure that the cleaning of the school is maintained to provide for a clean and safe school. The district governing board has adopted cleaning standards for all schools in the district. A summary of these standards is available at the district office for review.

### Maintenance and Repair

District maintenance staff ensures that the repairs necessary to keep the school in good repair and work orders are completed in a timely manner. An online work order process is used to ensure efficient service, and highest priority are given to emergency repairs.

### Year and month of the most recent FIT report

11/18/2021

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING PROPERLY. CYCLES ON AND OFF.5. FLOORS ARE DINGY.
<b>Interior:</b> Interior Surfaces			X	1: 4. CEILING TILE IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 7. ONE LIGHT DIFFUSER IS BROKEN.8. TOILET IS LOOSE AT BASE. 12: 4. FORMICA TRIM IS CHIPPING AND MISSING ON COUNTERTOP. 9. DRINKING FOUNTAIN HAS A LOW FLOW. 12. DRY ROT AT THE BASE OF SIDING AND ON BACK EAVES. 14. TRIP HAZARD ON WALKWAY. 14: 4. WALL PAPER IS TORN. 9. DRINKING FOUNTAIN LEAKS AT HANDLE. 16: 4. CEILING TILES ARE LOOSE. 5. UNSECURED ITEMS STORED TOO HIGH. 17: 4. CEILING TILES ARE BROKEN.

## School Facility Conditions and Planned Improvements

			<p>19/ OFFICE: 4. CEILING TILE HAS A WATER STAIN. CEILING TILES HAVE HOLES.</p> <p>26: 4. WALL HAS A HOLE. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 12. DRY ROT ON SIDING.</p> <p>28: 4. CARPET IS TORN. 12. DRY ROT ON SIDING.</p> <p>29: 4. CEILING TILE IS TORN. 7. ONE LIGHT PANEL IS OUT. 12. DRY ROT ON SIDING.</p> <p>3: 4. CEILING TILE HAS A HOLE.</p> <p>30: 4. CEILING TILE IS TORN.</p> <p>31: 4. CEILING TILE IS TORN. WALL PAPER IS TORN. 12. DRY ROT ON SIDING.</p> <p>32: 4. CARPET IS STAINED. WALLPAPER IS TORN. 13. EAVES HAVE DRY ROT. 14. SINK HOLE IS CREATING A TRIP HAZARD AT ASPHALT/CEMENT SEAM. GAP BETWEEN RAMP AND BUILDING. 15. LARGE GAP UNDERNEATH DOOR. WINDOW SIL IS ROTTEN.</p> <p>33: 4. CARPET IS TORN. 5. ROOM HAS A DAMP SMELL. 12. DRY ROT ON SIDING. 14. LARGE GAP BETWEEN RAMP AND BUILDING AT ENTRY CREATING A TRIP HAZARD.</p> <p>34: 4. WALL PAPER IS TORN. FORMICA IS PEELING ON VANITY. 12. DRY ROT ON SIDING. 14. LARGE GAP BETWEEN RAMP AND BUILDING AT ENTRY CREATING A TRIP HAZARD.</p> <p>4: 4. CEILING TILES ARE BROKEN. CEILING TILES ARE LOOSE.</p> <p>5: 4. FORMICA TRIM IS PEELING/MISSING ON COUNTERTOP. 5. UNSECURED ITEMS STORED TOO HIGH.</p> <p>8: 4. WALLPAPER IS TORN. 13. GUTTER DOWNSPOUT IS BROKEN. 14. TRIP HAZARD ON WALKWAY AND AT ASPHALT/CEMENT SEAM.</p> <p>9: 4. CEILING TILE IS TORN. WALLPAPER IS LIFTING. 9. DRINKING FOUNTAIN HAS NO FLOW. 12. DRY ROT ON FACIA. DRY ROT ON RAMP CREATING A TRIP HAZARD.</p> <p>LIBRARY: 4. CEILING TILES ARE LOOSE.</p> <p>POD: 4. CEILING TILES ARE MISSING. CARPET IS TORN. 15. DOOR CLOSURES ARE DISCONNECTED.</p>
<p><b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation</p>	<p>X</p>		<p>1: 4. CEILING TILE IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 7. ONE LIGHT DIFFUSER IS BROKEN. 8. TOILET IS LOOSE AT BASE.</p>



## School Facility Conditions and Planned Improvements

			<p>16: 4. CEILING TILES ARE LOOSE. 5. UNSECURED ITEMS STORED TOO HIGH.</p> <p>18: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>2: 5. UNSECURED ITEMS ARE STORED TO HIGH. 9. DRINKING FOUNTAIN HAS LOW FLOW.</p> <p>22: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>24: 5. UNSECURED ITEMS STORED TOO HIGH.</p> <p>26: 4. WALL HAS A HOLE. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 12. DRY ROT ON SIDING.</p> <p>33: 4. CARPET IS TORN. 5. ROOM HAS A DAMP SMELL.12. DRY ROT ON SIDING. 14. LARGE GAP BETWEEN RAMP AND BUILDING AT ENTRY CREATING A TRIP HAZARD.</p> <p>5: 4. FORMICA TRIM IS PEELING/MISSING ON COUNTERTOP. 5. UNSECURED ITEMS STORED TOO HIGH.</p> <p>BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING PROPERLY. CYCLES ON AND OFF.5. FLOORS ARE DINGY.</p> <p>BOYS REST ROOM: 5. AREA BEHIND DOOR IS UNKEMPT.</p> <p>GIRLS REST ROOM: 5. FLOORS ARE DINGY. 8. TOILET IS LOOSE AT BASE.</p> <p>NURSE: 5. UNSECURED ITEMS ARE STORED TO HIGH.</p>
<b>Electrical</b>	X		<p>1: 4. CEILING TILE IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 7. ONE LIGHT DIFFUSER IS BROKEN.8. TOILET IS LOOSE AT BASE.</p> <p>10: 4. WATER DAMAGE TO FORMICA ON SIDE OF THE SINK. 9. DRINKING FOUNTAIN HAS HIGH FLOW. 12. DRY ROT ON SIDING.</p> <p>15: 9. FAUCET HAS A LOW FLOW. CARPET COVERING POWER CORDS IS CREATING A TRIP HAZARD.</p> <p>29: 4. CEILING TILE IS TORN. 7. ONE LIGHT PANEL IS OUT. 12. DRY ROT ON SIDING.</p> <p>ADMIN: 7. TWO RECESSED LIGHTS ARE OUT.</p>
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains		X	<p>1: 4. CEILING TILE IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 7. ONE LIGHT DIFFUSER IS BROKEN.8. TOILET IS LOOSE AT BASE.</p>

## School Facility Conditions and Planned Improvements

			<p>10: 4. WATER DAMAGE TO FORMICA ON SIDE OF THE SINK. 9. DRINKING FOUNTAIN HAS HIGH FLOW. 12. DRY ROT ON SIDING.</p> <p>11: 9.DRINKING FOUTAIN HAS HIGH FLOW.13. GUTTER HAS A PIECE MISSING. EAVES HAS A BOARD LOOSE. HOLE IN EAVES. SHIRTING HAS DRY ROT.</p> <p>12: 4. FORMICA TRIM IS CHIPPING AND MISSING ON COUNTERTOP. 9. DRINKING FOUNTAIN HAS A LOW FLOW. 12. DRY ROT AT THE BASE OF SIDING AND ON BACK EAVES. 14. TRIP HAZARD ON WALKWAY.</p> <p>14: 4. WALL PAPER IS TORN. 9. DRINKING FOUNTAIN LEAKS AT HANDLE.</p> <p>15: 9. FAUCET HAS A LOW FLOW. CARPET COVERING POWER CORDS IS CREATING A TRIP HAZARD.</p> <p>2: 5. UNSECURED ITEMS ARE STORED TO HIGH. 9. DRINKING FOUNTAIN HAS LOW FLOW.</p> <p>20/ OFFICES: 9. DRINKING FOUNTAIN HAS HIGH FLOW.</p> <p>6: 9. ONE FAUCET IS LOOSE AT THE BASE AND STICKS ON. ONE FAUCET HAS HIGH PRESSURE.</p> <p>9: 4. CEILING TILE IS TORN. WALLPAPER IS LIFTING.9. DRINKING FOUNTAIN HAS NO FLOW.12. DRY ROT ON FACIA. DRY ROT ON RAMP CREATING A TRIP HAZARD.</p> <p>GIRLS REST ROOM: 5. FLOORS ARE DINGY. 8. TOILET IS LOOSE AT BASE.</p> <p>GIRLS REST ROOM: 8. TWO TOILETS ARE LOOSE AT BASE.</p>
<p><b>Safety:</b> Fire Safety, Hazardous Materials</p>	<p>X</p>		<p>STORAGE: 11. PAINT IS PEELING ON CEILING.</p>
<p><b>Structural:</b> Structural Damage, Roofs</p>		<p>X</p>	<p>10: 4. WATER DAMAGE TO FORMICA ON SIDE OF THE SINK. 9. DRINKING FOUNTAIN HAS HIGH FLOW. 12. DRY ROT ON SIDING.</p> <p>11: 9.DRINKING FOUTAIN HAS HIGH FLOW.13. GUTTER HAS A PIECE MISSING. EAVES HAS A BOARD LOOSE. HOLE IN EAVES. SHIRTING HAS DRY ROT.</p> <p>12: 4. FORMICA TRIM IS CHIPPING AND MISSING ON COUNTERTOP. 9. DRINKING FOUNTAIN HAS A LOW FLOW. 12. DRY ROT AT THE BASE OF SIDING AND ON BACK EAVES. 14. TRIP HAZARD ON WALKWAY.</p>

## School Facility Conditions and Planned Improvements

			<p>25: 13. FACIA IS BROKEN/LOOSE.                  26: 4. WALL HAS A HOLE. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 12. DRY ROT ON SIDING.                  27: 12. DRY ROT ON SIDING.                  28: 4. CARPET IS TORN. 12. DRY ROT ON SIDING.                  29: 4. CEILING TILE IS TORN. 7. ONE LIGHT PANEL IS OUT. 12. DRY ROT ON SIDING.                  31: 4. CEILING TILE IS TORN. WALL PAPER IS TORN. 12. DRY ROT ON SIDING.                  32: 4. CARPET IS STAINED. WALLPAPER IS TORN.13. EAVES HAVE DRY ROT. 14. SINK HOLE IS CREATING A TRIP HAZARD AT ASPHALT/CEMENT SEAM. GAP BETWEEN RAMP AND BUILDING. 15. LARGE GAP UNDERNEATH DOOR. WINDOW SIL IS ROTTEN.                  33: 4. CARPET IS TORN. 5. ROOM HAS A DAMP SMELL.12. DRY ROT ON SIDING. 14. LARGE GAP BETWEEN RAMP AND BUILDING AT ENTRY CREATING A TRIP HAZARD.                  34: 4. WALL PAPER IS TORN. FORMICA IS PEELING ON VANITY.12. DRY ROT ON SIDING. 14. LARGE GAP BETWEEN RAMP AND BUILDING AT ENTRY CREATING A TRIP HAZARD.                  7: 12. RAMP HAS DRY ROT.                  8: 4. WALLPAPER IS TORN.13. GUTTER DOWNSPOUT IS BROKEN. 14. TRIP HAZARD ON WALKWAY AND AT ASPHALT/CEMENT SEAM.                  9: 4. CEILING TILE IS TORN. WALLPAPER IS LIFTING.9. DRINKING FOUNTAIN HAS NO FLOW.12. DRY ROT ON FACIA. DRY ROT ON RAMP CREATING A TRIP HAZARD.</p>
<p><b>External:</b>                  Playground/School Grounds, Windows/                  Doors/Gates/Fences</p>	<p>X</p>		<p>12: 4. FORMICA TRIM IS CHIPPING AND MISSING ON COUNTERTOP. 9. DRINKING FOUNTAIN HAS A LOW FLOW. 12. DRY ROT AT THE BASE OF SIDING AND ON BACK EAVES. 14. TRIP HAZARD ON WALKWAY.                  21/ OFFICES: 14. TRIP HAZARDS AT CEMENT/ASPHALT SEAM.                  32: 4. CARPET IS STAINED. WALLPAPER IS TORN.13. EAVES HAVE DRY ROT. 14. SINK HOLE IS CREATING A TRIP HAZARD AT ASPHALT/CEMENT SEAM. GAP BETWEEN RAMP AND BUILDING. 15. LARGE GAP UNDERNEATH DOOR. WINDOW SIL IS ROTTEN.                  33: 4. CARPET IS TORN. 5. ROOM HAS A DAMP SMELL.12. DRY ROT ON SIDING. 14. LARGE GAP</p>

## School Facility Conditions and Planned Improvements

			<p>BETWEEN RAMP AND BUILDING AT ENTRY CREATING A TRIP HAZARD.</p> <p>34: 4. WALL PAPER IS TORN. FORMICA IS PEELING ON VANITY.12. DRY ROT ON SIDING. 14. LARGE GAP BETWEEN RAMP AND BUILDING AT ENTRY CREATING A TRIP HAZARD.</p> <p>8: 4. WALLPAPER IS TORN.13. GUTTER DOWNSPOUT IS BROKEN. 14. TRIP HAZARD ON WALKWAY AND AT ASPHALT/CEMENT SEAM.</p> <p>PARKING LOTS: 14. CURB IS BROKEN ON MAIN SCHOOL SIDEWALK.</p> <p>PLAY COURTS: 14. TRIP HAZARDS THROUGHOUT COURTS.</p> <p>POD: 4. CEILING TILES ARE MISSING. CARPET IS TORN. 15. DOOR CLOSURES ARE DISCONNECTED.</p>
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## Overall Facility Rate

Exemplary	Good	Fair	Poor
		X	

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

#### Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

The 2020-2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-2021 school year to other school years.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Mathematics</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	295	NT	NT	NT	NT
Female	134	NT	NT	NT	NT
Male	161	NT	NT	NT	NT
American Indian or Alaska Native	--	NT	NT	NT	NT
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	0	0	0	0	0
Hispanic or Latino	255	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	0	0	0	0	0
White	34	NT	NT	NT	NT
English Learners	149	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	--	NT	NT	NT	NT
Military	0	0	0	0	0
Socioeconomically Disadvantaged	167	NT	NT	NT	NT
Students Receiving Migrant Education Services	49	NT	NT	NT	NT
Students with Disabilities	55	NT	NT	NT	NT

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	295	NT	NT	NT	NT
Female	134	NT	NT	NT	NT
Male	161	NT	NT	NT	NT
American Indian or Alaska Native	--	NT	NT	NT	NT
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	0	0	0	0	0
Hispanic or Latino	255	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	0	0	0	0	0
White	34	NT	NT	NT	NT
English Learners	149	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	--	NT	NT	NT	NT
Military	0	0	0	0	0
Socioeconomically Disadvantaged	167	NT	NT	NT	NT
Students Receiving Migrant Education Services	49	NT	NT	NT	NT
Students with Disabilities	55	NT	NT	NT	NT

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

NWEA MAP Growth: Reading/Math Student Groups	NWEA MAP Growth: Reading/Math Total Enrollment	NWEA MAP Growth: Reading/Math Number Tested	NWEA MAP Growth: Reading/Math Percent Tested	NWEA MAP Growth: Reading/Math Percent Not Tested	NWEA MAP Growth: Reading/Math Percent At or Above Grade Level
All Students	293	277	95	5	27
Female	134	132	99	1	31
Male	159	145	91	9	23



<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	254	241	95	5	24
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	33	30	91	9	47
<b>English Learners</b>	148	141	95	5	12
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	32	28	88	12	14
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	251	237	94	6	25
<b>Students Receiving Migrant Education Services</b>	50	47	94	6	28
<b>Students with Disabilities</b>	41	34	83	17	15

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

<b>NWEA MAP Growth: Reading/Math Student Groups</b>	<b>NWEA MAP Growth: Reading/Math Total Enrollment</b>	<b>NWEA MAP Growth: Reading/Math Number Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Not Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent At or Above Grade Level</b>
<b>All Students</b>	293	279	95	5	11
<b>Female</b>	134	131	98	2	11
<b>Male</b>	159	148	93	7	11
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	254	242	95	5	8
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	33	31	94	6	29
<b>English Learners</b>	148	142	96	4	1
<b>Foster Youth</b>	--	--	--	--	--

<b>Homeless</b>	32	28	88	12	0
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	251	238	95	5	10
<b>Students Receiving Migrant Education Services</b>	50	50	100	0	12
<b>Students with Disabilities</b>	41	36	88	12	8

\*At or above the grade-level standard in the context of the local assessment administered.

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

For any 2020-2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

<b>Subject</b>	<b>School 2019-20</b>	<b>School 2020-21</b>	<b>District 2019-20</b>	<b>District 2020-21</b>	<b>State 2019-20</b>	<b>State 2020-21</b>
<b>Science</b> (grades 5, 8 and high school)	N/A	NT	N/A	NT	N/A	28.72

## 2020-21 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. For any data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	63	NT	NT	NT	NT
Female	31	NT	NT	NT	NT
Male	32	NT	NT	NT	NT
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	--	NT	NT	NT	NT
Filipino	0	0	0	0	0
Hispanic or Latino	58	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	NT	NT	NT	NT
English Learners	36	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	--	NT	NT	NT	NT
Military	0	0	0	0	0
Socioeconomically Disadvantaged	40	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	--	NT	NT	NT	NT

### B. Pupil Outcomes

#### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2020-21 California Physical Fitness Test Results

Due to the COVID-19 crisis, the Physical Fitness Test was suspended during the 2020-2021 school year and therefore no data are reported and each cell in this table is populated with "N/A."

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
Grade 5	N/A	N/A	N/A
Grade 7	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2021-22 Opportunities for Parental Involvement

Valley Oaks Elementary School parents play an important role in their child's education through participation in Back to School Night, Parent/Teacher/Student Conferences, Valley Oaks Parent Teacher Organization (PTO), Open House, Family Science Night, Family Literacy Night, Family Math Night, VO Annual Art Show, Children's Day (Dia del Nino), Environmental Living Programs (Sly Park), Outreach Parenting Programs (Nurturing Parenting), and Student Success Teams (SSTs). Decision-making committees, such as the School Site Council, and English Learner Advisory Committee (ELAC) meet regularly throughout the year.

The school also works with community programs such as Cosumnes River Preserve, the Galt Historical Society, Kiwanis Club, and the Galt Police Department. Local churches and service clubs donate backpacks and instructional supplies. For additional information on opportunities for parental or community involvement, please contact the principal, David Nelson, at 209-745-1564.

#### 2020-21 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	574	558	152	27.2
Female	272	263	55	20.9
Male	302	295	97	32.9
American Indian or Alaska Native	2	2	2	100.0
Asian	4	2	0	0.0
Black or African American	5	5	1	20.0
Filipino	0	0	0	0.0
Hispanic or Latino	467	461	124	26.9
Native Hawaiian or Pacific Islander	2	2	2	100.0
Two or More Races	4	3	1	33.3
White	89	82	22	26.8
English Learners	278	277	71	25.6
Foster Youth	2	0	0	0.0
Homeless	47	47	19	40.4
Socioeconomically Disadvantaged	482	469	143	30.5
Students Receiving Migrant Education Services	81	80	14	17.5
Students with Disabilities	99	96	27	28.1

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

#### Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2018-19	School 2020-21	District 2018-19	District 2020-21	State 2018-19	State 2020-21
<b>Suspensions</b>	2.40	0.00	2.99	0.00	3.47	0.20
<b>Expulsions</b>	0.00	0.00	0.00	0.00	0.08	0.00

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-2020 suspensions and expulsions rate data are not comparable to other year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
<b>Suspensions</b>	0.67	1.83	2.45
<b>Expulsions</b>	0.00	0.00	0.05

## 2020-21 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

## 2021-22 School Safety Plan

The district has developed a comprehensive emergency plan in conjunction with the Galt Police and Fire Departments, which describes specific procedures for all types of emergencies. The plan is updated annually, or as needed. An "Emergency Handbook", kept in the office, outlines the plan of action for emergencies such as earthquakes, fires, floods and chemical spills. School sites have an evacuation plan and emergency drills are conducted regularly (fire drills and lockdown drills), in accordance with California Education Code. Periodic, random school safety inspections are conducted by the Schools Insurance Authority of Sacramento County. Visitors to the campus are required to check in and out at the office to receive a visitor badge before coming on campus. Parents are encouraged to volunteer on campus, and must pass a Megan's Law background check in order to be in the classroom or go on field trips. Surveillance cameras are placed strategically around the entire campus to ensure student and staff safety. Security fencing and gates have been installed around the entire school, with entrance to the school being limited to the front doors of the main office.

The School Safety Plan was last reviewed and approved at the local School Board of Education meeting on February 13, 2020. It was shared with VO staff on April 20, 2020. It will be reviewed by the School Site Council and the School Board of Education in February 2022.

## D. Other SARC Information

### Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2018-19 Elementary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	29		4	2
1	43	2	2	2
2	41	3	1	2
3	39		3	2
4	47	1	2	2
5	32		2	1
6	49	1	3	2
Other	86			2

## 2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	35	1	3	2
1	27	1	3	1
2	41	4		2
3	40	4		2
4	45			1
5	37	1	3	1
6	43		3	1
Other	40	3		2

## 2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	25	3	3	2
1	36	2	1	2
2	36	1	3	2
3	39	4		2
4	45		3	2
5	51			2
6	26		3	
Other	43	3		2

## 2020-21 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	530

## 2020-21 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	1.0
Psychologist	.5
Social Worker	0
Nurse	.16
Speech/Language/Hearing Specialist	1
Resource Specialist (non-teaching)	1



## 2019-20 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2019-20 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	11437	3034	8403	81411
District	N/A	N/A	8244	\$77,560
Percent Difference - School Site and District	N/A	N/A	1.9	4.8
State			\$8,444	\$82,431
Percent Difference - School Site and State	N/A	N/A	-0.5	-1.2

## 2020-21 Types of Services Funded

During the fiscal year 2020-2021, programs and services that were available at Valley Oaks that support and assist students include the ABP (Alternative Bilingual Program) for students who receive instruction in their primary language and the ASES After-School Program. Due to the COVID-19 pandemic, regular programs/activities such as multiple BFLC/Library clubs (including Homework Club, Lego Club, Makerspace Club, Robotics Club, Minute to Win It club, Pokemon Club, Crochet Club, Yoga Club, Ballet Club, Sewing Club, Stop-Motion Club, BeyBlade Club, etc.), and Extended Day programs were not held during the school year. Significant funding is set aside for Instructional Assistants (IA) and Bilingual Instructional Assistants (BIA), who work mainly with students in K-3 grades, with some work in grades 4-6 - with a focus on early literacy instruction, reading practice, and mathematics. Bilingual Instructional Assistants also work with our Newcomer (new to the U.S.) and English Learner students. In the 2021-2022 school year, after school "Acceleration Blocks" will be offered to students/teachers as a way for teachers to work academically with small groups of students (no more than 8) in specific academic areas that those students need some "acceleration".

## 2019-20 Teacher and Administrative Salaries

This table displays the 2019-20 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$44,112	\$51,450
Mid-Range Teacher Salary	\$70,624	\$80,263
Highest Teacher Salary	\$94,926	\$101,012
Average Principal Salary (Elementary)	\$120,906	\$128,082
Average Principal Salary (Middle)	\$122,633	\$132,453
Average Principal Salary (High)	\$0	\$134,792
Superintendent Salary	\$167,713	\$197,968
Percent of Budget for Teacher Salaries	36%	34%
Percent of Budget for Administrative Salaries	6%	6%

## Professional Development

Staff development is an important part of the planned school program at Galt Joint Union Elementary School District. The school's teachers and support staff are committed to keeping up to date on the latest educational developments. In the 2018-2019, the 2019-2020, and the 2020-2021 school years, three (3) Staff Development Days have been provided throughout the school year. In 2018-2019, staff development was provided in the areas of Next Generation Science Standards (NGSS), including the planning and instruction of NGSS to students at all grade levels. In 2019-2020, staff development was provided in the areas of Writing Instruction and creation of Writing Prompts, Early Literacy Instruction (SIPPS), and Personal Learning Plans (Growth and Achievement). In addition, professional development has been provided in the areas of crisis prevention training, suicide prevention/positive school climate, CPR/First Aid, and Mandated Reporting. In 2020-2021, professional development was provided in the areas of distance learning instruction. In 2021-2022, professional development was provided in the areas of Synergy (student information system/grades/report cards), reading instruction (science of reading, SIPPS), Eureka Math review, NWEA MAP scores/report training, MAP Accelerator introduction, and staff Social/Emotional health.

New teachers and teachers seeking additional assistance are supported by induction providers and mentors. They meet regularly with an experienced mentor to discuss their successes and challenges and new ideas for their classrooms. Teachers who teach in bilingual settings are encouraged to attend a portion or all of a yearly conference for bilingual educators, called CABE, and meet regularly throughout the year to discuss the transitional bilingual program.

Furthermore, Valley Oaks has had direct access to district-level coaches/teachers on special assignments, who worked specifically with teachers and grade levels in the areas of reading instruction, writing instruction, Special Education, and ELD instruction/strategies. They have met with and learned from these coaches in a variety of ways (in-class coaching, release days for instruction and planning purposes, informal interactions - such as email or grade-level meetings).

After discussion and collaboration with staff and coaches, and through formal and informal data analysis, it was determined that to better increase our early literacy results, we needed Professional Development in the areas of SIPPS and Writing (Step Up To Writing). In 2017-2018, 2018-2019, and 2019-2020 refresher SIPPS courses were made available to all and new teachers attended SIPPS training courses, provided by the district coach. Additionally, teachers were encouraged to participate in Massive Online Open Courses (MOOC) that were held at Valley Oaks and many took these courses. In 2020-2021, Professional Development was provided for teachers of early literacy in the area of SIPPS and Instructional Assistants who also teach students SIPPS in small groups received instruction, observation, and feedback regarding their SIPPS instruction.

Regular continuous improvement in the area of Next Generation Science Standards (NGSS) is being achieved through regular "Learning Events", after school, for all teachers. District level coaches and site-based science lead teachers have presented valuable information, training, and refreshers to our Stinger Staff.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2019-20	2020-21	2021-22
Number of school days dedicated to Staff Development and Continuous Improvement	3	1	3

# Galt Joint Union Elementary School District 2020-21 Local Accountability Report Card (LARC) Addendum

# Local Accountability Report Card (LARC) Addendum

## 2020-21 Local Accountability Report Card (LARC) Addendum Overview



On July 14, 2021, the California State Board of Education (SBE) determined that the California Department of Education (CDE) will use the SARC as the mechanism to conduct a one-time data collection of the LEA-level aggregate test results of all school's local assessments administered during the 2020–2021 school year in order to meet the federal Every Students Succeeds Act (ESSA) reporting requirement for the Local Educational Agency Accountability Report Cards (LARCs).

Each local educational agency (LEA) is responsible for preparing and posting their annual LARC in accordance with the federal ESSA. As a courtesy, the CDE prepares and posts the LARCs on behalf of all LEAs.

Only for the 2020–2021 school year and the 2020–2021 LARCs, LEAs are required to report their aggregate local assessments test results at the LEA-level to the CDE by populating the tables below via the SARC. These data will be used to meet the LEAs' federal requirement for their LARCs. Note that it is the responsibility of the school and LEA to ensure that all student privacy and suppression rules are in place when reporting data in Tables 3 and 4 in the Addendum, as applicable.

The tables below are not part of the SBE approved 2020–2021 SARC template but rather are the mechanism by which these required data will be collected from LEAs.

For purposes of the LARC and the following tables, an LEA is defined as a school district, a county office of education, or a direct funded charter school.

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union Elementary School District
<b>Phone Number</b>	209-744-4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjesd-ca.schoolloop.com/">http://gjesd-ca.schoolloop.com/</a>

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14	99.86	--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14		--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.



# Vernon E. Greer Elementary School

## 2021 School Accountability Report Card

### General Information about the School Accountability Report Card (SARC)

#### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at [www.cde.ca.gov/ta/ac/sa/](http://www.cde.ca.gov/ta/ac/sa/)

For more information about the LCFF or the LCAP, see the CDE LCFF web page at [www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/)

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at [dq.cde.ca.gov/dataquest/](http://dq.cde.ca.gov/dataquest/) that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### California School Dashboard



The California School Dashboard (Dashboard) [www.caschooldashboard.org/](http://www.caschooldashboard.org/) reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

#### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2021-22 School Contact Information

<b>School Name</b>	Vernon E. Greer Elementary School
<b>Street</b>	248 W. A Street
<b>City, State, Zip</b>	Galt, CA 95632
<b>Phone Number</b>	(209) 745-2641
<b>Principal</b>	Stephanie Simonich
<b>Email Address</b>	ssimonich@galt.k12.ca.us
<b>School Website</b>	<a href="https://gr-gjuesd-ca.schoolloop.com/">https://gr-gjuesd-ca.schoolloop.com/</a>
<b>County-District-School (CDS) Code</b>	34 67348 0119420

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union ESD
<b>Phone Number</b>	209.744.4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjuesd-ca.schoolloop.com/">http://gjuesd-ca.schoolloop.com/</a>

## 2021-22 School Overview

Vernon E. Greer Elementary School is committed to achieving academic excellence by implementing goal setting practices and capitalizing on learner talents and strengths to personalize learning. We strive to create a safe and welcoming environment which fosters the development of caring, responsible, and engaged learners that are prepared to meet the challenges of being citizens in a culturally diverse, technologically advanced, and scientifically progressive society. Our dedicated staff, supportive families, and generous community work collaboratively to build a bright future for all learners.

At Vernon E. Greer Elementary, we strive to...

Ensure that every child has equal opportunity for success by understanding and providing support for unique challenges and barriers.

Provide balanced, integrated, and rigorous academic experiences which capitalize on talents, strengths, and interests.

Use goal setting practices to achieve personal growth towards meeting or exceeding grade level standards in preparation for college and career.

Balance informational and literary texts, and deepen mathematical knowledge in order to develop financial literacy skills, while fostering reading, writing, listening, and speaking skills in all subject areas.

Develop crucial life skills through social and emotional learning opportunities.

Participate in professional development as models of lifelong learning.

Acknowledge talents, strengths, and interests when collaborating as a professional learning community.

Communicate and collaborate with families so learners reach their greatest potential.

We are very proud of the many hours parents and community members provide to us each month. Parents are encouraged and welcomed to participate in the education of their children by serving on school committees or as classroom volunteers. We



## 2021-22 School Overview

are thankful for a very active and supportive Greer "Partners" in Education, English Language Advisory Committee, and School Site Council.

Individual strengths and talents are recognized. Teachers are committed to becoming strengths-based educators. Through strengths spotting activities, our primary learners identify talents that can be productively applied. Our intermediate learners complete the GALLUP Strength Survey to identify their top three talents. At Vernon E. Greer Elementary, educators are discovering their own talents and developing and applying strengths as they help learners do the same in learning and completing academic tasks to optimal levels of personal excellence.

The teachers and support staff at Vernon E. Greer Elementary are dedicated to student achievement towards meeting Common Core State Standards. Teachers, specialists, and administration collaborate on a regular basis to provide a personalized, standards-based education for all learners. Careful and precise data analysis of local and state assessments drive instruction.

## About this School

### 2020-21 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	71
Grade 1	70
Grade 2	63
Grade 3	63
Grade 4	56
Grade 5	76
Grade 6	79
<b>Total Enrollment</b>	<b>478</b>

### 2020-21 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	1
Asian	2.3
Black or African American	1.3
Filipino	2.1
Hispanic or Latino	57.1
Native Hawaiian or Pacific Islander	0.2
Two or More Races	2.7
White	33.3
English Learners	24.1
Homeless	2.9
Socioeconomically Disadvantaged	70.7
Students with Disabilities	13.2

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>

### 2019-20 Teacher Preparation and Placement

Authorization/Assignment	2019-20
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	
<b>Intern Credential Holders Properly Assigned</b>	
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	
<b>Unknown</b>	
<b>Total Teaching Positions</b>	

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

### 2019-20 Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2019-20
<b>Permits and Waivers</b>	
<b>Misassignments</b>	
<b>Vacant Positions</b>	
<b>Total Teachers Without Credentials and Misassignments</b>	

### 2019-20 Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2019-20
<b>Credentialed Teachers Authorized on a Permit or Waiver</b>	
<b>Local Assignment Options</b>	
<b>Total Out-of-Field Teachers</b>	

## 2019-20 Class Assignments

Indicator	2019-20
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	

## 2021-22 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Galt Joint Union Elementary held a Public Hearing in September 22, 2021 and determined that each school within the district has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All learners, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home.

Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. Materials approved for use by the state are reviewed by all teachers and a recommendation is made to the School Board by a selection committee composed of teachers and administrators. All recommended materials are available for parent examination at the district office prior to adoption. The table displays information about the quality, currency, and availability of the standards-aligned textbooks and other instructional materials used at the school.

<b>Year and month in which the data were collected</b>	September, 2020
--	-----------------

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
<b>Reading/Language Arts</b>	K-6 Benchmark Advance, adopted in 2017-2018	Yes	0
<b>Mathematics</b>	K-6 Eureka Math, adopted as bridge program in 2016	Yes	0
<b>Science</b>	6th Glencoe/McGraw Hill- Science Focus, adopted in 2007 K-5 Pearson Scott Foresman- California Science, adopted in 2007	Yes	0
<b>History-Social Science</b>	6th Glencoe/McGraw Hill-Discovering our Past, adopted in 2006 K-5 MacMillian/McGraw Hill- California Vistas, adopted in 2006	Yes	0
<b>Foreign Language</b>			
<b>Health</b>			
<b>Visual and Performing Arts</b>			
<b>Science Laboratory Equipment</b> (grades 9-12)			

## School Facility Conditions and Planned Improvements

Vernon E. Greer School facilities were originally constructed in 1992. Vernon E. Greer Middle school closed after the 2007-2008 school year. After renovations, Vernon E. Greer Elementary opened in 2008. The school is composed of 5 permanent classrooms, 26 portable classrooms, a multi-purpose room, a library, three playgrounds, a staff room, and an extended day classroom.

Measure K provided funding to remodel five classrooms and the primary restrooms. This project was completed in 2019. Funding was provided to repair and paint the exterior of all school buildings, replace air conditioning units, and install a new alarm system . These projects were completed in 2021-2022.

### Cleaning Process

Administration works daily with the three full-time custodial staff to ensure that the school is maintained in order to provide for a clean and safe learning environment. The district governing board has adopted cleaning standards for all schools in the district. A summary of these standards is available at the district office for review.

### Maintenance and Repair

District maintenance staff ensures that the repairs necessary to keep the school in good repair are completed in a timely manner. A work order process is used to ensure efficient service. Highest priority is given to emergency repairs. While reviewing this report, please note that even minor discrepancies are reported in the inspection process. The items noted in the table have been corrected or are in the process of remediation.

**Year and month of the most recent FIT report**

11/18/2021

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. OUTLET COVERED WITH DUCT TAPE. 8. TOILETS ARE LEAKING AT FITTING CREATING A SLIP HAZARD. 15. DOOR CLOSER IS BROKEN. DOOR HAND PLATE IS LOOSE. BOYS REST ROOM: 2. ONE EXHAUST FAN IS NOT WORKING. 4. LINOLEUM IS TEARING. GIRLS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. OUTLET COVERED WITH DUCT TAPE. 8. (USED AS STORAGE/ UNABLE TO CHECK ALL TOILETS) STAFF REST ROOM: 2. EXHAUST FAN IS NOT WORKING. STAFF REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 4. WALL PAPER IS PEELING OFF WALL. 7. ONE OF TWO LIGHT BULBS IS OUT.
<b>Interior:</b> Interior Surfaces			X	11: 4. FORMICA IS CHIPPING (DUCT TAPED) ON COUNTERTOP. 5. UNSECURED ITEMS ARE STORED TOO HIGH. 12: 4. CEILING TILE HAS A HOLE. 14. TRIP HAZARDS ON WALKWAYS. 15: 4. FORMICA STRIP MISSING ON DRAWER. 18: 4. FORMICA TRIM IS MISSING ON COUNTERTOP.

## School Facility Conditions and Planned Improvements

			<p>19: 4. CEILING TILE HAS A HOLE. WALL PAPER IS TORN. 7. LIGHT DIFFUSERS ARE LOOSE OR MISSING. ONE LIGHT DIFFUSER IS BROKEN.12. DRY ROT ON SIDING AND FACIA BOARDS. 13. HOLES ARE RUSTED THROUGH GUTTER. DOWN SPOUT NOT CONNECTED.</p> <p>22: 4. FORMICA TRIM IS MISSING ON COUNTERTOP.</p> <p>23: 4. SECTION OF WALL TRIM IS MISSING.</p> <p>28/ MUSIC: 4. WALLPAPER IS TORN.5. UNSECURED ITEMS ARE STORED TOO HIGH. 12. DRY ROT ON SIDING.</p> <p>35: 4. WALL PAPER IS TORN.</p> <p>36: STORAGE 4. CEILING TRIM IS MISSING.</p> <p>37: 4. CEILING TILES ARE TORN. WALL PAPER IS TORN.</p> <p>7: 4. LINOLEUM IS LIFTING NEAR SINK. LINOLEUM FLOORING HAS HOLES NEAR TOILET. 6. EXCESSIVE FLIES IN ROOM.</p> <p>ADMIN: 4. CEILING TILE IS BROKEN. WALL CORNER IS DAMAGED.7. ONE LIGHT PANEL IS OUT.OUT. 10. PLUG IN AIR FRESHENER.</p> <p>BOYS REST ROOM: 2. ONE EXHAUST FAN IS NOT WORKING. 4. LINOLEUM IS TEARING.</p> <p>CUSTODIAL: 4. HOLES IN THE WALL. FLOOR TILES ARE BROKEN IN HALLWAY.</p> <p>LIBRARY: 4. CARPET IS LIFTING. 5. UNSECURED ITEMS STORED TOO HIGH. (STORAGE)7. FLOOR OUTLET COVERS ARE MISSING. ELECTRICAL COVER IS BROKEN. EIGHT CAN LIGHTS ARE OUT. LIGHT DIFFUSER IS LOOSE.</p> <p>MENS REST ROOM: 4. WALL HAS A HOLE.</p> <p>MPR/ CAFETERIA: 4. BLEACHER IS BROKEN. FLOOR TILES ARE BROKEN AT ENTRY. 7. SIXTEEN CAN LIGHTS ARE OUT.</p> <p>SECRETARY: 4. CEILING TILE HAS A WATER STAIN.</p> <p>STAGE: 4. WALLPAPER IS TORN UNDER LIGHTVSWITCH.7. ELECTRICAL COVER IS MISSING.</p>
<p><b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation</p>	<p>X</p>		<p>11: 4. FORMICA IS CHIPPING (DUCT TAPED) ON COUNTERTOP. 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>28/ MUSIC: 4. WALLPAPER IS TORN.5. UNSECURED ITEMS ARE STORED TOO HIGH. 12. DRY ROT ON SIDING.</p>

## School Facility Conditions and Planned Improvements

			<p>7: 4. LINOLEUM IS LIFTING NEAR SINK. LINOLEUM FLOORING HAS HOLES NEAR TOILET. 6. EXCESSIVE FLIES IN ROOM.</p> <p>P.E. OFFICE: 5. UNSECURED ITEMS STORED TOO HIGH.</p> <p>SERVER/ ELECTRICAL ROOM: 4. CEILING TILE IS BROKEN. CEILING TILE HAS A HOLE. 7. ONE LIGHT PANEL IS OUT. LIGHT PANEL IS OUT (STORAGE). ACCESS TO ELECTRICAL PANEL IS BLOCKED.</p> <p>SPEECH (39): 5. UNSECURED ITEMS STORED TOO HIGH.</p>
<p><b>Electrical</b></p>		<p>X</p>	<p>10: 4. CEILING TILES ARE MARRED.7. ONE LIGHT PANEL IS OUT.</p> <p>32: 7. LIGHT SWITCH COVER IS BROKEN.</p> <p>ADMIN: 4. CEILING TILE IS BROKEN. WALL CORNER IS DAMAGED.7. ONE LIGHT PANEL IS OUT.OUT. 10. PLUG IN AIR FRESHENER.</p> <p>BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. OUTLET COVERED WITH DUCT TAPE. 8. TOILETS ARE LEAKING AT FITTING CREATING A SLIP HAZARD. 15. DOOR CLOSER IS BROKEN. DOOR HAND PLATE IS LOOSE.</p> <p>GIRLS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. OUTLET COVERED WITH DUCT TAPE. 8. (USED AS STORAGE/ UNABLE TO CHECK ALL TOILETS)</p> <p>LIBRARY: 4. CARPET IS LIFTING. 5. UNSECURED ITEMS STORED TOO HIGH. (STORAGE)7. FLOOR OUTLET COVERS ARE MISSING. ELECTRICAL COVER IS BROKEN. EIGHT CAN LIGHTS ARE OUT. LIGHT DIFFUSER IS LOOSE.</p> <p>MPR/ CAFETERIA: 4. BLEACHER IS BROKEN. FLOOR TILES ARE BROKEN AT ENTRY. 7. SIXTEEN CAN LIGHTS ARE OUT.</p> <p>SERVER/ ELECTRICAL ROOM: 4. CEILING TILE IS BROKEN. CEILING TILE HAS A HOLE. 7. ONE LIGHT PANEL IS OUT. LIGHT PANEL IS OUT (STORAGE). ACCESS TO ELECTRICAL PANEL IS BLOCKED.</p> <p>SOCIAL WORKER: 7. LIGHT DIFFUSER HAS A WATER STAIN.</p> <p>STAFF LOUNGE: 7. ONE LIGHT PANEL IS OUT. ACCESS TO ELECTRICAL PANEL IS BLOCKED.9. FAUCET LEAKS AT HANDLE.</p> <p>STAFF REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 4. WALL PAPER IS PEELING OFF WALL.7. ONE OF TWO LIGHT BULBS IS OUT.</p>

## School Facility Conditions and Planned Improvements

			STAGE: 4. WALLPAPER IS TORN UNDER LIGHTVSWITCH.7. ELECTRICAL COVER IS MISSING. WORK/COPY ROOM: 7. ONE LIGHT PANEL IS OUT.
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains		X	BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. OUTLET COVERED WITH DUCT TAPE. 8. TOILETS ARE LEAKING AT FITTING CREATING A SLIP HAZARD. 15. DOOR CLOSER IS BROKEN. DOOR HAND PLATE IS LOOSE. GIRLS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. OUTLET COVERED WITH DUCT TAPE. 8. (USED AS STORAGE/ UNABLE TO CHECK ALL TOILETS) KITCHEN: 9. FAUCET LEAKS AT FITTING. STAFF LOUNGE: 7. ONE LIGHT PANEL IS OUT. ACCESS TO ELECTRICAL PANEL IS BLOCKED.9. FAUCET LEAKS AT HANDLE. STAFF REST ROOM: 9. SINK CAP IS MISSING. WOMENS REST ROOM: 9. SINK CAP IS MISSING.
<b>Safety:</b> Fire Safety, Hazardous Materials		X	ADMIN: 4. CEILING TILE IS BROKEN. WALL CORNER IS DAMAGED.7. ONE LIGHT PANEL IS OUT.OUT. 10. PLUG IN AIR FRESHENER.
<b>Structural:</b> Structural Damage, Roofs		X	19: 4. CEILING TILE HAS A HOLE. WALL PAPER IS TORN. 7. LIGHT DIFFUSERS ARE LOOSE OR MISSING. ONE LIGHT DIFFUSER IS BROKEN.12. DRY ROT ON SIDING AND FACIA BOARDS. 13. HOLES ARE RUSTED THROUGH GUTTER. DOWN SPOUT NOT CONNECTED. 20: 12. DRY ROT ON SIDING. 15. DOOR CLOSER IS MISSING (DOOR SLAMS). 28/ MUSIC: 4. WALLPAPER IS TORN.5. UNSECURED ITEMS ARE STORED TOO HIGH. 12. DRY ROT ON SIDING.
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences		X	12: 4. CEILING TILE HAS A HOLE. 14. TRIP HAZARDS ON WALKWAYS. 20: 12. DRY ROT ON SIDING. 15. DOOR CLOSER IS MISSING (DOOR SLAMS). 34: 14. TRIP HAZARDS AT ASPHALT/CEMENT SEAMS. BOYS REST ROOM: 15. LOCK STRIKE PLATE IS MISSING. BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. OUTLET COVERED WITH DUCT

## School Facility Conditions and Planned Improvements

			TAPE. 8. TOILETS ARE LEAKING AT FITTING CREATING A SLIP HAZARD. 15. DOOR CLOSER IS BROKEN. DOOR HAND PLATE IS LOOSE.
--	--	--	--

## Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		



## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

#### Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

The 2020-2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-2021 school year to other school years.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Mathematics</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	279	NT	NT	NT	NT
<b>Female</b>	130	NT	NT	NT	NT
<b>Male</b>	149	NT	NT	NT	NT
<b>American Indian or Alaska Native</b>	0	0	0	0	0
<b>Asian</b>	--	NT	NT	NT	NT
<b>Black or African American</b>	--	NT	NT	NT	NT
<b>Filipino</b>	--	NT	NT	NT	NT
<b>Hispanic or Latino</b>	161	NT	NT	NT	NT
<b>Native Hawaiian or Pacific Islander</b>	--	NT	NT	NT	NT
<b>Two or More Races</b>	11	NT	NT	NT	NT
<b>White</b>	90	NT	NT	NT	NT
<b>English Learners</b>	58	NT	NT	NT	NT
<b>Foster Youth</b>	0	0	0	0	0
<b>Homeless</b>	--	NT	NT	NT	NT
<b>Military</b>	--	NT	NT	NT	NT
<b>Socioeconomically Disadvantaged</b>	96	NT	NT	NT	NT
<b>Students Receiving Migrant Education Services</b>	--	NT	NT	NT	NT
<b>Students with Disabilities</b>	32	NT	NT	NT	NT

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	279	NT	NT	NT	NT
Female	130	NT	NT	NT	NT
Male	149	NT	NT	NT	NT
American Indian or Alaska Native	0	0	0	0	0
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	161	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	11	NT	NT	NT	NT
White	90	NT	NT	NT	NT
English Learners	58	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	--	NT	NT	NT	NT
Military	--	NT	NT	NT	NT
Socioeconomically Disadvantaged	96	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	32	NT	NT	NT	NT

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

NWEA MAP Growth: Reading/Math Student Groups	NWEA MAP Growth: Reading/Math Total Enrollment	NWEA MAP Growth: Reading/Math Number Tested	NWEA MAP Growth: Reading/Math Percent Tested	NWEA MAP Growth: Reading/Math Percent Not Tested	NWEA MAP Growth: Reading/Math Percent At or Above Grade Level
All Students	278	253	91	9	36
Female	131	118	90	10	40
Male	147	135	92	8	33

<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	161	149	93	7	30
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	11	10	91	9	40
<b>White</b>	89	78	88	12	46
<b>English Learners</b>	59	55	93	7	18
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	191	171	90	10	28
<b>Students Receiving Migrant Education Services</b>	13	12	92	8	25
<b>Students with Disabilities</b>	25	18	72	28	17

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

<b>NWEA MAP Growth: Reading/Math Student Groups</b>	<b>NWEA MAP Growth: Reading/Math Total Enrollment</b>	<b>NWEA MAP Growth: Reading/Math Number Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Not Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent At or Above Grade Level</b>
<b>All Students</b>	278	255	92	8	22
<b>Female</b>	131	118	90	10	22
<b>Male</b>	147	137	93	7	22
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	161	151	94	6	13
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	89	78	88	12	35
<b>English Learners</b>	59	55	93	7	9
<b>Foster Youth</b>	--	--	--	--	--

<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	191	172	90	10	15
<b>Students Receiving Migrant Education Services</b>	13	12	92	8	17
<b>Students with Disabilities</b>	25	18	72	28	17

\*At or above the grade-level standard in the context of the local assessment administered.

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

For any 2020-2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

<b>Subject</b>	<b>School 2019-20</b>	<b>School 2020-21</b>	<b>District 2019-20</b>	<b>District 2020-21</b>	<b>State 2019-20</b>	<b>State 2020-21</b>
<b>Science</b> (grades 5, 8 and high school)	N/A	NT	N/A	NT	N/A	28.72

## 2020-21 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. For any data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	73	NT	NT	NT	NT
Female	35	NT	NT	NT	NT
Male	38	NT	NT	NT	NT
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	45	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	NT	NT	NT	NT
White	25	NT	NT	NT	NT
English Learners	16	NT	NT	NT	NT
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	--	NT	NT	NT	NT
Socioeconomically Disadvantaged	26	NT	NT	NT	NT
Students Receiving Migrant Education Services	--	NT	NT	NT	NT
Students with Disabilities	--	NT	NT	NT	NT

### B. Pupil Outcomes

#### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2020-21 California Physical Fitness Test Results

Due to the COVID-19 crisis, the Physical Fitness Test was suspended during the 2020-2021 school year and therefore no data are reported and each cell in this table is populated with "N/A."

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
Grade 5	N/A	N/A	N/A
Grade 7	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2021-22 Opportunities for Parental Involvement

Vernon E. Greer Elementary School parents and guardians play an important role in their child's education through participation in the following programs:

The School Site Council helps develop the Single Plan for Student Achievement. The members monitor and evaluate the plan as well as other projects/plans that benefit the school. The SSC also facilitates communication between the school and community.

The English Language Advisory Committee advises parents on the services available for learners who have limited English proficiency.

Greer "Partners" in Education is a wonderful parent organization that helps provide family activities with a focus on the educational success and academic achievement for all learners.

Parent volunteers support the classroom by assisting with classroom projects, planning activities, and helping with the overall success of the classroom.

Community volunteers support the classroom. District policy requires volunteers over the age of 18 to submit birth dates and Social Security numbers for a security check through the police department.



## 2020-21 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	521	512	122	23.8
Female	247	242	49	20.2
Male	274	270	73	27.0
American Indian or Alaska Native	5	5	2	40.0
Asian	12	11	1	9.1
Black or African American	8	8	1	12.5
Filipino	10	10	1	10.0
Hispanic or Latino	297	292	76	26.0
Native Hawaiian or Pacific Islander	1	1	1	100.0
Two or More Races	18	17	4	23.5
White	170	168	36	21.4
English Learners	126	123	31	25.2
Foster Youth	1	0	0	0.0
Homeless	16	16	3	18.8
Socioeconomically Disadvantaged	372	365	109	29.9
Students Receiving Migrant Education Services	24	24	7	29.2
Students with Disabilities	76	74	22	29.7

### C. Engagement

#### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2018-19	School 2020-21	District 2018-19	District 2020-21	State 2018-19	State 2020-21
<b>Suspensions</b>	2.79	0.00	2.99	0.00	3.47	0.20
<b>Expulsions</b>	0.00	0.00	0.00	0.00	0.08	0.00

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-2020 suspensions and expulsions rate data are not comparable to other year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
<b>Suspensions</b>	1.15	1.83	2.45
<b>Expulsions</b>	0.00	0.00	0.05

## 2020-21 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
<b>All Students</b>	0.00	0.00
<b>Female</b>	0.00	0.00
<b>Male</b>	0.00	0.00
<b>American Indian or Alaska Native</b>	0.00	0.00
<b>Asian</b>	0.00	0.00
<b>Black or African American</b>	0.00	0.00
<b>Filipino</b>	0.00	0.00
<b>Hispanic or Latino</b>	0.00	0.00
<b>Native Hawaiian or Pacific Islander</b>	0.00	0.00
<b>Two or More Races</b>	0.00	0.00
<b>White</b>	0.00	0.00
<b>English Learners</b>	0.00	0.00
<b>Foster Youth</b>	0.00	0.00
<b>Homeless</b>	0.00	0.00
<b>Socioeconomically Disadvantaged</b>	0.00	0.00
<b>Students Receiving Migrant Education Services</b>	0.00	0.00
<b>Students with Disabilities</b>	0.00	0.00

## 2021-22 School Safety Plan

The Vernon E. Greer Elementary School Safety Plan was last updated in February 2021.

Student safety is a priority at Vernon E. Greer Elementary School. All gates remain locked throughout most of the school day with admittance to the campus only through the main office. Any visitor is required to check in at the school office. Visitors sign in and wear a visitor's badge during their visit. The district provides yard supervisors to our school to ensure that students are safe on campus before, during, and after school. Eight yard supervisors work before school and throughout the school day to monitor student safety in crosswalks, on campus, on the playground, and in the cafeteria. Staff meetings are held for yard supervisors which provide on-going training and address safety issues. All district employees wear a picture identification badge so that they can be clearly identified. School safety rules are well established and are enforced by all staff members.

The district has developed a comprehensive emergency plan in conjunction with the Galt Police and Fire Departments, which describes specific procedures for all types of emergencies. The plan is updated every fall and spring. Our school-wide "Emergency Handbook" outlines the plan of action for emergencies such as earthquakes, fires, floods and chemical spills. School sites have an evacuation plan and a shelter-in-place plan. These emergency drills are conducted regularly.

The district takes great effort to ensure that Vernon E. Greer Elementary School is clean, safe, and functional. To assist with this, the district provides three full time custodial staff to clean and maintain the school on a regular basis. In addition, school safety inspections are periodically conducted by the Schools Insurance Authority of Sacramento County.

## D. Other SARC Information

### Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2018-19 Elementary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	11	7	1	
1	41		3	2
2	34	3		2
3	39		3	2
4	48		1	3
5	49			4
6	50		2	2

## 2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	14	5	2	
1	37	2	2	2
2	31	2	1	1
3	39		3	2
4	52		1	3
5	36	1	2	1
6	43		2	1
Other	25	3		1

## 2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	12	6		
1	35	4		2
2	38	3		2
3	38	1	2	2
4	50		1	3
5	44	1	2	2
6	39	1	2	1
Other	10	3		

## 2020-21 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

## 2020-21 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	0
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	1.0
Psychologist	.5
Social Worker	1.0
Nurse	.16
Speech/Language/Hearing Specialist	1.4
Resource Specialist (non-teaching)	1.0
Other	0.5

## 2019-20 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2019-20 expenditures per pupil and average teach salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	11342	3089	8253	80884
District	N/A	N/A	8244	\$77,560
Percent Difference - School Site and District	N/A	N/A	0.1	4.2
State			\$8,444	\$82,431
Percent Difference - School Site and State	N/A	N/A	-2.3	-1.9

## 2020-21 Types of Services Funded

Supplemental programs and services at Vernon E. Greer Elementary School that support and assist our learners include:

Vernon E. Greer is honored to be the recipient of State funds which provide for an after-school program. The After School Education and Safety Program (ASES) is held Monday through Friday from 2:30 pm - 6:00 pm and provides homework help, strategic academic acceleration, and enrichment.

We have a cadre of eight instructional assistants that provide additional instruction in foundational reading skills. The instructional assistants focus supports and interventions in our TK-3rd grade classrooms. However, depending upon the need, our instructional assistants provide intervention in the upper grades, as well. Our paraprofessionals are provided training throughout the year based on the needs of our learners. This training is completed by our district curriculum coaches.

The district provides funding for supplemental educational services (SES) related to our federal Program Improvement status.

The Bright Future Learning Center (BFLC) is utilized as an enrichment hub which offers and supports blended learning opportunities beyond the classroom. The BFLC provides after school “clubs” based on student interests.

Though school dropouts are rare in the elementary grades, enough knowledge exists to be able to identify the children who are at-risk of dropping out of school at a later age. Our social worker is responsible for various programs aimed at reducing or eliminating the high risk factors that interfere with learning. Our social worker provides support to our students and staff, support to our families, works with attendance intervention, and provides ongoing workshops.

Mental Health services will begin in February 2022. We are thankful to welcome a mental health clinician to our site.

Health services are under the supervision of a qualified school nurse. Vision screening, hearing tests, first aid and health counseling are among the services. Our district nurse, along with our school health clerk, are available to address health problems that interfere with the learning process.

## 2019-20 Teacher and Administrative Salaries

This table displays the 2019-20 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
<b>Beginning Teacher Salary</b>	\$44,112	\$51,450
<b>Mid-Range Teacher Salary</b>	\$70,624	\$80,263
<b>Highest Teacher Salary</b>	\$94,926	\$101,012
<b>Average Principal Salary (Elementary)</b>	\$120,906	\$128,082
<b>Average Principal Salary (Middle)</b>	\$122,633	\$132,453
<b>Average Principal Salary (High)</b>	\$0	\$134,792
<b>Superintendent Salary</b>	\$167,713	\$197,968
<b>Percent of Budget for Teacher Salaries</b>	36%	34%
<b>Percent of Budget for Administrative Salaries</b>	6%	6%

## Professional Development

Professional learning is an important part of the planned school program at Vernon E. Greer Elementary School and the Galt Joint Union Elementary School District. Our teachers and support staff are committed to using research-based instructional strategies. The district provided three professional learning days for certificated staff in 2015-2020 school years and one in the current year. Additionally, the district provided collaboration time following the professional learning days which allowed teachers were able to strategically make plans and reflect on their new learning.

Professional development has supported the successful implementation of the California Common Core Standards with a focus on personalization. Teachers and support staff are encouraged to attend learning events that cater to their personal learning needs. Our site leadership team plays an important part in the implementation of the personalization model and for increasing professional capacity. Staff learning events, strategic release days, and collaborative Wednesdays have been used for professional development opportunities.

New teachers and teachers seeking additional assistance are supported by BTSA providers. They meet regularly with an experienced mentor to discuss their successes and challenges and new ideas for their classrooms.

### Fred Jones

Seven new teachers were welcomed to our campus. Six of the new teachers have completed Fred Jones Positive Discipline Training. The remaining teacher will complete this training in February.

### SIPPS

All new teachers that are responsible for implementing SIPPS will receive three mentor observation and feedback sessions.

### RULER Training

Staff and administration are participating in SCOE Permission to Feel RULER training.

### Attendance and Engagement

Staff and administration are participating in SCOE attendance and engagement training.

### Mental Health and Wellness

Staff and administration are participating in SCOE mental health and wellness training.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2019-20	2020-21	2021-22
Number of school days dedicated to Staff Development and Continuous Improvement	3	1	3

# Galt Joint Union ESD

## 2020-21 Local Accountability Report Card (LARC) Addendum

# Local Accountability Report Card (LARC) Addendum

## 2020-21 Local Accountability Report Card (LARC) Addendum Overview



On July 14, 2021, the California State Board of Education (SBE) determined that the California Department of Education (CDE) will use the SARC as the mechanism to conduct a one-time data collection of the LEA-level aggregate test results of all school's local assessments administered during the 2020–2021 school year in order to meet the federal Every Students Succeeds Act (ESSA) reporting requirement for the Local Educational Agency Accountability Report Cards (LARCs).

Each local educational agency (LEA) is responsible for preparing and posting their annual LARC in accordance with the federal ESSA. As a courtesy, the CDE prepares and posts the LARCs on behalf of all LEAs.

Only for the 2020–2021 school year and the 2020–2021 LARCs, LEAs are required to report their aggregate local assessments test results at the LEA-level to the CDE by populating the tables below via the SARC. These data will be used to meet the LEAs' federal requirement for their LARCs. Note that it is the responsibility of the school and LEA to ensure that all student privacy and suppression rules are in place when reporting data in Tables 3 and 4 in the Addendum, as applicable.

The tables below are not part of the SBE approved 2020–2021 SARC template but rather are the mechanism by which these required data will be collected from LEAs.

For purposes of the LARC and the following tables, an LEA is defined as a school district, a county office of education, or a direct funded charter school.

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union ESD
<b>Phone Number</b>	209.744.4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjuerd-ca.schoolloop.com/">http://gjuerd-ca.schoolloop.com/</a>



## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14	99.86	--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14		--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

# McCaffrey Middle School

## 2021 School Accountability Report Card

### General Information about the School Accountability Report Card (SARC)

#### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at [www.cde.ca.gov/ta/ac/sa/](http://www.cde.ca.gov/ta/ac/sa/)

For more information about the LCFF or the LCAP, see the CDE LCFF web page at [www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/)

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at [dq.cde.ca.gov/dataquest/](http://dq.cde.ca.gov/dataquest/) that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### California School Dashboard



The California School Dashboard (Dashboard) [www.caschooldashboard.org/](http://www.caschooldashboard.org/) reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

#### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2021-22 School Contact Information

<b>School Name</b>	McCaffrey Middle School
<b>Street</b>	997 Park Terrace Drive
<b>City, State, Zip</b>	Galt, CA 95632
<b>Phone Number</b>	(209) 745-5462
<b>Principal</b>	Ron Rammer
<b>Email Address</b>	rrammer@galt.k12.ca.us
<b>School Website</b>	<a href="https://mc-gjuesd-ca.schoolloop.com/">https://mc-gjuesd-ca.schoolloop.com/</a>
<b>County-District-School (CDS) Code</b>	34 67348 0100040

## 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union ESD
<b>Phone Number</b>	209.744.4545
<b>Superintendent</b>	Lois Yount
<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjuesd-ca.schoolloop.com/">http://gjuesd-ca.schoolloop.com/</a>

## 2021-22 School Overview

Our Vision is:

McCaffrey Middle School will provide a 21st century personalized learning experience preparing each student to be college and career ready.

Our mission is:

1. to create a personalized learning environment where students are actively engaged,
2. to build upon a learner's individual strengths and knowledge preparing them for a changing 21st century,
3. to provide access to a rigorous curriculum delivered through a blended learning environment, and
4. to inspire active, responsible, lifelong learners.
5. to prepare students to produce authentic writing that demonstrates deepened content understanding.

## About this School

### 2020-21 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 7	364
Grade 8	396
Total Enrollment	760

### 2020-21 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	0.3
Asian	2.5
Black or African American	1.4
Filipino	1.6
Hispanic or Latino	60.7
Native Hawaiian or Pacific Islander	1.1
Two or More Races	1.7
White	30.7
English Learners	14.9
Foster Youth	0.7
Homeless	0.5
Socioeconomically Disadvantaged	62.6
Students with Disabilities	12.8

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>

## 2019-20 Teacher Preparation and Placement

Authorization/Assignment	2019-20
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	
<b>Intern Credential Holders Properly Assigned</b>	
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	
<b>Unknown</b>	
<b>Total Teaching Positions</b>	

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2019-20 Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2019-20
<b>Permits and Waivers</b>	
<b>Misassignments</b>	
<b>Vacant Positions</b>	
<b>Total Teachers Without Credentials and Misassignments</b>	

## 2019-20 Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2019-20
<b>Credentialed Teachers Authorized on a Permit or Waiver</b>	
<b>Local Assignment Options</b>	
<b>Total Out-of-Field Teachers</b>	

## 2019-20 Class Assignments

Indicator	2019-20
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	

## 2021-22 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Galt Joint Union Elementary held a Public Hearing in September of 2021, and determined that each school within the district has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. Materials approved for use by the state are reviewed by all teachers and a recommendation is made to the School Board by a selection committee composed of teachers and administrators. All recommended materials are available for parent examination at the district office prior to adoption. The table displays information about the quality, currency, and availability of the standards-aligned textbooks and other instructional materials used at the school.

**Year and month in which the data were collected**

September, 2020

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
<b>Reading/Language Arts</b>	Amplify, adopted in 2017	Yes	0
<b>Mathematics</b>	College Preparatory Math, adopted in 2015	Yes	0
<b>Science</b>	7th-8th Glencoe/McGraw Hill, adopted in 2007	Yes	0
<b>History-Social Science</b>	7th-8th Glencoe/McGraw Hill, adopted in 2006	Yes	0
<b>Foreign Language</b>			
<b>Health</b>			
<b>Visual and Performing Arts</b>			
<b>Science Laboratory Equipment (grades 9-12)</b>			

## School Facility Conditions and Planned Improvements

McCaffrey Middle School was built in 2003. The school currently has 48 classrooms; a multipurpose room with a stage and kitchen; BFLC (Bright Future Learning Center) with a MakerSpace classroom; two technology labs; two music rooms; an ASB room; an athletic field that includes a new all weather track that was completed in November of 2020; and a gymnasium. Six portables were added to the campus in 2008-09.

### Cleaning Process

Three and one half custodians are employed to ensure that the cleaning of the school is maintained to provide for a clean and safe school. The district governing board has adopted cleaning standards for all schools in the district. A summary of these standards is available at the district office for review.

### Maintenance and Repair

District maintenance staff ensures that the repairs necessary to keep the school in good repair and work orders are completed in a timely manner. A work order process is used to ensure efficient service and highest priority are given to emergency repairs. While reviewing this report, please note that even minor discrepancies are reported in the inspection process. The items noted in the table have been corrected or are in the process of remediation. The table shows the results of the most recent school facilities inspection.

**Year and month of the most recent FIT report**

11/18/2021

## School Facility Conditions and Planned Improvements

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<p><b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer</p>	X			<p>BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 4. WALL TILE IS BROKEN.5. FLOORS ARE DIRTY.8. ONE URINAL LEAKS AT HANDLE CREATING A SLIP HAZARD.</p> <p>BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 5. FLOORS ARE DIRTY.</p> <p>BOYS REST ROOM: 2. ONE EXHAUST FAN IS NOT WORKING. 5. FLOORS ARE DIRTY. 7. ONE LIGHT PANEL IS OUT. HAND DRYERS HAVE NO POWER. 9. ONE FAUCET HAS A DRIP.</p> <p>GIRLS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. BOTH HAND DRYERS HAVE NO POWER.</p> <p>MENS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 8. HANDICAP TOILET LEAKS AT FITTING AND IS LOOSE AT THE BASE. 9. FAUCETS HAVE A LOW FLOW. TWO FAUCETS LEAK AT HANDLE.</p> <p>UNISEX STAFF REST ROOM: 2. DIRTY VENT.</p> <p>WOMENS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. ONE LIGHT PANEL IS OUT. ONE HAND DRYER HAS NO POWER.</p>
<p><b>Interior:</b> Interior Surfaces</p>			X	<p>ADMIN: 4. CEILING TILES HAVE WATER STAINS. CARPET IS STAINED (IN HALLWAYS). 13. GUTTER IS RUSTED THROUGH AND LEAKING. 14. MOISTER IS CREATING ALGAE CREATING A SLIPPING HAZARD.</p> <p>ALTERNATIVE CENTER: 4. WALL PAPER IS TORN. 7. ONE LIGHT PANEL IS OUT.</p> <p>B2: 4. CEILING TILE HAS A HOLE.</p> <p>B4: 4. FORMICA TRIM IS MISSING ON COUNTERTOP. 7. ONE LIGHT PANEL IS OUT.</p> <p>B5: 4. FORMICA TRIMIS MISSING ON COUNTER TOP. 10. EVACUATION MAP IS NOT POSTED.</p> <p>B6: 4. FORMICA TRIM IS MISSING ON COUNTERTOP. CEILING TILE HAS WASTER STAINS. 9. FAUCET DRIPS.</p> <p>B8: 4. HOLES IN LINOLEUM FLOORING. FORMICA COUNTERTOP IS CHIPPED. 9. FAUCET KNOB IS STRIPPED.</p> <p>BAND: 4. CEILING TILE HAS A WATER STAIN. 7. ONE LIGHT PANEL IS OUT. ONE LIGHT PANEL HAS A WATER STAIN.</p>



## School Facility Conditions and Planned Improvements

BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 4. WALL TILE IS BROKEN.5. FLOORS ARE DIRTY.8. ONE URINAL LEAKS AT HANDLE CREATING A SLIP HAZARD.

C1: 4. FORMICA TRIM IS CHIPPING.

C2: 4. CARPET TRIM IS MISSING AT THE CARPET/TILE SEAM. PENCIL SHARPENER COVER IS MISSING.

C6: 4. LINOLEUM IS STAINED AND CRACKING AT SINK. 5. UNSECURED ITEMS ARE STORED TOO HIGH. ROOM IS CLUTTERED (ALL SURFACES).

CHOIR: 4. CEILING TILES HAVE WATER STAINS. CEILING TILES ARE BROKEN. CEILING TILE IS MISSING. 7. TWO LIGHT DIFFUSERS HAVE WATER STAINS. 13. GUTTER IS RUSTED THROUGH. 14. SLIP HAZARD DO TO ALGAE FROM LEAKY GUTTER.

D1: 4. FORMICA TRIM IS CHIPPING ON COUNTER TOP. 5. UNSECURED ITEMS ARE STORED TOO HIGH.

D3: 4. CEILING TILE HAS A WATER STAIN.

D6/ POD: 4. HOLES IN LINOLEUM FLOORING.

E1: 4. CEILING TILES HAVE WATER STAINS. LINOLEUM FLOORING HAS HOLES AT ENTRY.

E6: 4. FORMICA IS CHIPPING ON COUNTERTOP. 7. POWER STRIP CORD IS CREATING A TRIP HAZARD.

E7/ POD: 4. HOLES IN FLOORING.

JANITOR: 4. FLOOR HAS WATER DAMAGE/SOFT (WET)

KITCHEN: 4. FLOORING/COVE BASE TRIM IS BROKEN/MISSING. FLOORING IS LIFTING.5. COVE BASE IS DIRTY. 7. ONE LIGHT PANEL IS OUT.8. TOILET LEAKS AT FITTING.

L1: 4. HOLES IN LINOLEUM FLOORING. ONE CEILING TILE IS MISSING.

L2/ TECH LAB: 4. HOLES IN LIOLEUM FLOORING. 7. ONE LIGHT PANEL IS OUT. 13. GUTTER DOWNSPOUT IS RUSTED THROUGH.

MPR: 4. FLOOR TILES HAVE HOLES. RUBBER MOLDING IS CHIPPING. FORMICA IS CHIPPED ON SERVING ISLAND. 7. ONE LIGHT PANEL IS OUT.

P2: 4. CARPET IS TORN.

P4: 4. CARPET IS TORN.

P7: 4. CARPET IS TORN.

PSYCH: 4. CEILING TILES HAVE WATER STAINS.

S2: 4. FORMICA TRIM IS CHIPPING ON COUNTER TOP.

## School Facility Conditions and Planned Improvements

			<p>S4: 4. FORMICA TRIM IS MISSING ON COUNTERTOP. 9. ONE FAUCET HAS A DRIP AND LEAKS AT BASE. DRINKING FOUNTAIN HAS HIGH PRESSURE.</p> <p>S6: 4. FORMICA TRIM IS CHIPPING. 7. ELECTRICAL APPLIANCES IN CLOSE PROXIMITY TO WATER SOURCE.</p> <p>S8: 4. FORMICA TRIM IS CHIPPING ON COUNTER TOP. 7. CORDS ARE CREATING TRIP HAZARDS.</p> <p>SCHOOL RESOURCE OFFICER: 4. CEILING TILE HAS A HOLE.</p> <p>STUDENT STORE: 4. CABINET IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p>
<p><b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation</p>	<p>X</p>		<p>BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 4. WALL TILE IS BROKEN.5. FLOORS ARE DIRTY.8. ONE URINAL LEAKS AT HANDLE CREATING A SLIP HAZARD.</p> <p>C6: 4. LINOLEUM IS STAINED AND CRACKING AT SINK. 5. UNSECURED ITEMS ARE STORED TOO HIGH. ROOM IS CLUTTERED (ALL SURFACES).</p> <p>C7/ KITCHEN: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>D1: 4. FORMICA TRIM IS CHIPPING ON COUNTER TOP. 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>E4: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>KITCHEN: 4. FLOORING/COVE BASE TRIM IS BROKEN/MISSING. FLOORING IS LIFTING.5. COVE BASE IS DIRTY. 7. ONE LIGHT PANEL IS OUT.8. TOILET LEAKS AT FITTING.</p> <p>LIBRARY: 5. UNSECURED ITEMS STORED TOO HIGH. 7. THREE CAN LIGHTS ARE OUT. TWO EXTERIOR LIGHTS NOT FUNCTIONING.</p> <p>P11: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>P8/ STORAGE OFFICE: 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p> <p>S3/ POD: 5. UNSECURED ITEMS ARE STORED TOO HIGH. 9. FAUCET HAS NO FLOW. 11. PAINT IS PEELING ON DOOR/WINDOW FRAME.</p> <p>STUDENT STORE: 4. CABINET IS BROKEN. 5. UNSECURED ITEMS ARE STORED TOO HIGH.</p>

## School Facility Conditions and Planned Improvements

<p><b>Electrical</b></p>		<p>X</p>	<p>ALTERNATIVE CENTER: 4. WALL PAPER IS TORN. 7. ONE LIGHT PANEL IS OUT.</p> <p>B4: 4. FORMICA TRIM IS MISSING ON COUNTERTOP. 7. ONE LIGHT PANEL IS OUT.</p> <p>BAND: 4. CEILING TILE HAS A WATER STAIN. 7. ONE LIGHT PANEL IS OUT. ONE LIGHT PANEL HAS A WATER STAIN.</p> <p>BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 5. FLOORS ARE DIRTY.</p> <p>BOYS REST ROOM: 2. ONE EXHAUST FAN IS NOT WORKING. 5. FLOORS ARE DIRTY. 7. ONE LIGHT PANEL IS OUT. HAND DRYERS HAVE NO POWER. 9. ONE FAUCET HAS A DRIP.</p> <p>C5: 7. ONE LIGHT PANEL IS OUT. 9. FAUCET HAS A DRIP.</p> <p>CHOIR: 4. CEILING TILES HAVE WATER STAINS. CEILING TILES ARE BROKEN. CEILING TILE IS MISSING. 7. TWO LIGHT DIFFUSERS HAVE WATER STAINS. 13. GUTTER IS RUSTED THROUGH. 14. SLIP HAZARD DO TO ALGAE FROM LEAKY GUTTER.</p> <p>E6: 4. FORMICA IS CHIPPING ON COUNTERTOP. 7. POWER STRIP CORD IS CREATING A TRIP HAZARD.</p> <p>E8: 7. CORDS ARE CREATING A TRIP HAZARD.</p> <p>GIRLS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. BOTH HAND DRYERS HAVE NO POWER.</p> <p>KITCHEN: 4. FLOORING/COVE BASE TRIM IS BROKEN/MISSING. FLOORING IS LIFTING.5. COVE BASE IS DIRTY. 7. ONE LIGHT PANEL IS OUT.8. TOILET LEAKS AT FITTING.</p> <p>L2/ TECH LAB: 4. HOLES IN LIOLEUM FLOORING. 7. ONE LIGHT PANEL IS OUT. 13. GUTTER DOWNSPOUT IS RUSTED THROUGH.</p> <p>LIBRARY: 5. UNSECURED ITEMS STORED TOO HIGH. 7. THREE CAN LIGHTS ARE OUT. TWO EXTERIOR LIGHTS NOT FUNCTIONING.</p> <p>MPR: 4. FLOOR TILES HAVE HOLES. RUBBER MOLDING IS CHIPPING. FORMICA IS CHIPPED ON SERVING ISLAND. 7. ONE LIGHT PANEL IS OUT.</p> <p>P12: 7. ELECTRICAL COVER IS MISSING. ELECTRICAL COVER IS BROKEN.</p> <p>S6: 4. FORMICA TRIM IS CHIPPING. 7. ELECTRICAL APPLIANCES IN CLOSE PROXIMITY TO WATER SOURCE.</p> <p>S8: 4. FORMICA TRIM IS CHIPPING ON COUNTER TOP. 7. CORDS ARE CREATING TRIP HAZARDS.</p>
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## School Facility Conditions and Planned Improvements

			<p>STAGE: 7. ONE LIGHT DIFFUSER IS MISSING (REST ROOM). 10. EMERGENCY EXIT IS BLOCKED.</p> <p>WOMENS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 7. ONE LIGHT PANEL IS OUT. ONE HAND DRYER HAS NO POWER.</p>
<p><b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains</p>		X	<p>B6: 4. FORMICA TRIM IS MISSING ON COUNTERTOP. CEILING TILE HAS WASTER STAINS. 9. FAUCET DRIPS.</p> <p>B8: 4. HOLES IN LINOLEUM FLOORING. FORMICA COUNTERTOP IS CHIPPED. 9. FAUCET KNOB IS STRIPPED.</p> <p>BOYS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 4. WALL TILE IS BROKEN.5. FLOORS ARE DIRTY.8. ONE URINAL LEAKS AT HANDLE CREATING A SLIP HAZARD.</p> <p>BOYS REST ROOM: 2. ONE EXHAUST FAN IS NOT WORKING. 5. FLOORS ARE DIRTY. 7. ONE LIGHT PANEL IS OUT. HAND DRYERS HAVE NO POWER. 9. ONE FAUCET HAS A DRIP.</p> <p>C5: 7. ONE LIGHT PANEL IS OUT. 9. FAUCET HAS A DRIP.</p> <p>D7: 9. FAUCET DRIPS.</p> <p>E5: 9. DRINKING FOUNTAIN HAS NO FLOW.</p> <p>GIRLS REST ROOM: 8. ONE TOILET IS LOOSE AT THE BASE. 9. ONE FAUCET HAS NO FLOW.</p> <p>KITCHEN: 4. FLOORING/COVE BASE TRIM IS BROKEN/MISSING. FLOORING IS LIFTING.5. COVE BASE IS DIRTY. 7. ONE LIGHT PANEL IS OUT.8. TOILET LEAKS AT FITTING.</p> <p>MENS REST ROOM: 2. EXHAUST FAN IS NOT WORKING. 8. HANDICAP TOILET LEAKS AT FITTING AND IS LOOSE AT THE BASE. 9. FAUCETS HAVE A LOW FLOW. TWO FAUCETS LEAK AT HANDLE.</p> <p>P3: 9. FAUCET AND DRINKING FOUNTAIN HAVE LOW FLOW. 10. EVACUATION MAP IS NOT POSTED. 15. WINDOW SCREEN IS MISSING.</p> <p>P9: 9. DRINKING FOUNTAIN HANDLE IS BROKEN AND HAS LOW FLOW. FAUCET HAS LOW FLOW.</p> <p>S1: 9. ONE FAUCET HANDLE IS BROKEN.</p> <p>S3/ POD: 5. UNSECURED ITEMS ARE STORED TOO HIGH. 9. FAUCET HAS NO FLOW. 11. PAINT IS PEELING ON DOOR/WINDOW FRAME.</p> <p>S4: 4. FORMICA TRIM IS MISSING ON COUNTERTOP. 9. ONE FAUCET HAS A DRIP AND</p>

## School Facility Conditions and Planned Improvements

			<p>LEAKS AT BASE. DRINKING FOUNTAIN HAS HIGH PRESSURE.</p> <p>S5: 9. ONE FAUCET HAS NO FLOW AND A BROKEN HANDLE.</p> <p>S7/ POD: 9. FAUCET LEAKS AT THE FITTING.</p>
<p><b>Safety:</b> Fire Safety, Hazardous Materials</p>	X		<p>B5: 4. FORMICA TRIMIS MISSING ON COUNTER TOP. 10. EVACUATION MAP IS NOT POSTED.</p> <p>D8: 10. DOOR EXIT IS BLOCKED BY PAPER ARTWORK COVERING ENTIRE OPENNING.</p> <p>P3: 9. FAUCET AND DRINKING FOUNTAIN HAVE LOW FLOW. 10. EVACUATION MAP IS NOT POSTED. 15. WINDOW SCREEN IS MISSING.</p> <p>S3/ POD: 5. UNSECURED ITEMS ARE STORED TOO HIGH. 9. FAUCET HAS NO FLOW. 11. PAINT IS PEELING ON DOOR/WINDOW FRAME.</p> <p>STAGE: 7. ONE LIGHT DIFFUSER IS MISSING (REST ROOM). 10. EMERGENCY EXIT IS BLOCKED.</p>
<p><b>Structural:</b> Structural Damage, Roofs</p>	X		<p>ADMIN: 4. CEILING TILES HAVE WATER STAINS. CARPET IS STAINED (IN HALLWAYS). 13. GUTTER IS RUSTED THROUGH AND LEAKING. 14. MOISTER IS CREATING ALGAE CREATING A SLIPPING HAZARD.</p> <p>CHOIR: 4. CEILING TILES HAVE WATER STAINS. CEILING TILES ARE BROKEN. CEILING TILE IS MISSING. 7. TWO LIGHT DIFFUSERS HAVE WATER STAINS. 13. GUTTER IS RUSTED THROUGH. 14. SLIP HAZARD DO TO ALGAE FROM LEAKY GUTTER.</p> <p>L2/ TECH LAB: 4. HOLES IN LIOLEUM FLOORING. 7. ONE LIGHT PANEL IS OUT. 13. GUTTER DOWNSPOUT IS RUSTED THROUGH.</p>
<p><b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences</p>	X		<p>ADMIN: 4. CEILING TILES HAVE WATER STAINS. CARPET IS STAINED (IN HALLWAYS). 13. GUTTER IS RUSTED THROUGH AND LEAKING. 14. MOISTER IS CREATING ALGAE CREATING A SLIPPING HAZARD.</p> <p>CHOIR: 4. CEILING TILES HAVE WATER STAINS. CEILING TILES ARE BROKEN. CEILING TILE IS MISSING. 7. TWO LIGHT DIFFUSERS HAVE WATER STAINS. 13. GUTTER IS RUSTED THROUGH. 14. SLIP HAZARD DO TO ALGAE FROM LEAKY GUTTER.</p>

## School Facility Conditions and Planned Improvements

			<p>P3: 9. FAUCET AND DRINKING FOUNTAIN HAVE LOW FLOW. 10. EVACUATION MAP IS NOT POSTED. 15. WINDOW SCREEN IS MISSING. UNISEX STAFF REST ROOM: 15. DOOR HANDLE RING/COVER IS MISSING.</p>
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## Overall Facility Rate

Exemplary	Good	Fair	Poor
		X	

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

#### Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

The 2020-2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-2021 school year to other school years.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Mathematics</b> (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A



## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	755	NT	NT	NT	NT
<b>Female</b>	378	NT	NT	NT	NT
<b>Male</b>	376	NT	NT	NT	NT
<b>American Indian or Alaska Native</b>	--	NT	NT	NT	NT
<b>Asian</b>	18	NT	NT	NT	NT
<b>Black or African American</b>	11	NT	NT	NT	NT
<b>Filipino</b>	--	NT	NT	NT	NT
<b>Hispanic or Latino</b>	462	NT	NT	NT	NT
<b>Native Hawaiian or Pacific Islander</b>	--	NT	NT	NT	NT
<b>Two or More Races</b>	15	NT	NT	NT	NT
<b>White</b>	229	NT	NT	NT	NT
<b>English Learners</b>	102	NT	NT	NT	NT
<b>Foster Youth</b>	--	NT	NT	NT	NT
<b>Homeless</b>	--	NT	NT	NT	NT
<b>Military</b>	0	0	0	0	0
<b>Socioeconomically Disadvantaged</b>	253	NT	NT	NT	NT
<b>Students Receiving Migrant Education Services</b>	47	NT	NT	NT	NT
<b>Students with Disabilities</b>	97	NT	NT	NT	NT

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	755	NT	NT	NT	NT
Female	378	NT	NT	NT	NT
Male	376	NT	NT	NT	NT
American Indian or Alaska Native	--	NT	NT	NT	NT
Asian	18	NT	NT	NT	NT
Black or African American	11	NT	NT	NT	NT
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	462	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	15	NT	NT	NT	NT
White	229	NT	NT	NT	NT
English Learners	102	NT	NT	NT	NT
Foster Youth	--	NT	NT	NT	NT
Homeless	--	NT	NT	NT	NT
Military	0	0	0	0	0
Socioeconomically Disadvantaged	253	NT	NT	NT	NT
Students Receiving Migrant Education Services	47	NT	NT	NT	NT
Students with Disabilities	97	NT	NT	NT	NT

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

NWEA MAP Growth: Reading/Math Student Groups	NWEA MAP Growth: Reading/Math Total Enrollment	NWEA MAP Growth: Reading/Math Number Tested	NWEA MAP Growth: Reading/Math Percent Tested	NWEA MAP Growth: Reading/Math Percent Not Tested	NWEA MAP Growth: Reading/Math Percent At or Above Grade Level
All Students	752	703	93	7	28
Female	376	354	94	6	31
Male	375	348	93	7	26

<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	19	19	100	0	47
<b>Black or African American</b>	11	11	100	0	27
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	462	426	92	8	23
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	13	12	92	8	33
<b>White</b>	226	216	96	4	38
<b>English Learners</b>	101	84	83	17	1
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	466	423	91	9	24
<b>Students Receiving Migrant Education Services</b>	48	45	94	6	22
<b>Students with Disabilities</b>	92	83	90	10	10

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

<b>NWEA MAP Growth: Reading/Math Student Groups</b>	<b>NWEA MAP Growth: Reading/Math Total Enrollment</b>	<b>NWEA MAP Growth: Reading/Math Number Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent Not Tested</b>	<b>NWEA MAP Growth: Reading/Math Percent At or Above Grade Level</b>
<b>All Students</b>	752	711	95	5	25
<b>Female</b>	376	359	95	5	25
<b>Male</b>	375	351	94	6	24
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	19	19	100	0	53
<b>Black or African American</b>	11	11	100	0	36
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	462	438	95	5	20
<b>Native Hawaiian or Pacific Islander</b>	--	--	--	--	--
<b>Two or More Races</b>	13	11	85	15	36
<b>White</b>	226	214	95	5	32
<b>English Learners</b>	101	92	91	9	1
<b>Foster Youth</b>	--	--	--	--	--

<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	466	437	94	6	15
<b>Students Receiving Migrant Education Services</b>	48	46	96	4	11
<b>Students with Disabilities</b>	92	82	89	11	5

\*At or above the grade-level standard in the context of the local assessment administered.

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

For any 2020-2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

<b>Subject</b>	<b>School 2019-20</b>	<b>School 2020-21</b>	<b>District 2019-20</b>	<b>District 2020-21</b>	<b>State 2019-20</b>	<b>State 2020-21</b>
<b>Science</b> (grades 5, 8 and high school)	N/A	NT	N/A	NT	N/A	28.72

## 2020-21 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. For any data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	392	NT	NT	NT	NT
Female	188	NT	NT	NT	NT
Male	203	NT	NT	NT	NT
American Indian or Alaska Native	0	0	0	0	0
Asian	--	NT	NT	NT	NT
Black or African American	--	NT	NT	NT	NT
Filipino	--	NT	NT	NT	NT
Hispanic or Latino	245	NT	NT	NT	NT
Native Hawaiian or Pacific Islander	--	NT	NT	NT	NT
Two or More Races	--	NT	NT	NT	NT
White	114	NT	NT	NT	NT
English Learners	52	NT	NT	NT	NT
Foster Youth	--	NT	NT	NT	NT
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	129	NT	NT	NT	NT
Students Receiving Migrant Education Services	20	NT	NT	NT	NT
Students with Disabilities	50	NT	NT	NT	NT

### B. Pupil Outcomes

#### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2020-21 California Physical Fitness Test Results

Due to the COVID-19 crisis, the Physical Fitness Test was suspended during the 2020-2021 school year and therefore no data are reported and each cell in this table is populated with "N/A."

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
Grade 5	N/A	N/A	N/A
Grade 7	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2021-22 Opportunities for Parental Involvement

Parents are encouraged to participate in their child's education by checking their student's progress through the monitoring of daily lessons in Google Classroom and the Parent Portal. Teachers also communicate through newsletters, email, the Remind app, teacher created websites and phone calls. The school also seeks parental participation in the the School Site Council as well as targeted topic parent meetings (held in both English and Spanish). Many opportunities to participate in school functions including music, sports and clubs are available for all parents. Parents are enthusiastic about doing their part to create a great school.

#### 2020-21 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	790	780	78	10.0
Female	404	397	31	7.8
Male	385	382	47	12.3
American Indian or Alaska Native	2	2	0	0.0
Asian	19	19	0	0.0
Black or African American	15	14	0	0.0
Filipino	12	12	1	8.3
Hispanic or Latino	476	471	52	11.0
Native Hawaiian or Pacific Islander	8	8	2	25.0
Two or More Races	14	13	4	30.8
White	243	240	19	7.9
English Learners	118	117	17	14.5
Foster Youth	10	6	0	0.0
Homeless	5	5	1	20.0
Socioeconomically Disadvantaged	500	492	66	13.4
Students Receiving Migrant Education Services	49	49	0	0.0
Students with Disabilities	108	105	24	22.9

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

#### Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2018-19	School 2020-21	District 2018-19	District 2020-21	State 2018-19	State 2020-21
<b>Suspensions</b>	8.17	0.00	2.99	0.00	3.47	0.20
<b>Expulsions</b>	0.00	0.00	0.00	0.00	0.08	0.00

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-2020 suspensions and expulsions rate data are not comparable to other year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
<b>Suspensions</b>	5.69	1.83	2.45
<b>Expulsions</b>	0.00	0.00	0.05

## 2020-21 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

## 2021-22 School Safety Plan

The district has developed a comprehensive emergency plan in conjunction with the Galt Police and Fire Departments, which describes specific procedures for all types of emergencies. The plan is updated every fall. An "Emergency Handbook", kept in the office, outlines the plan of action for emergencies such as earthquakes, fires, floods and chemical spills. School sites have an evacuation plan and emergency drills are conducted regularly. Periodic, random school safety inspections are conducted by the Schools Insurance Authority of Sacramento County. All gates remain locked throughout the school day with admittance to the campus only through the main office. Visitors to the campus are required to check in and out at the office to receive a badge. Safety drills are practiced with Galt PD on a trimester basis to insure students and adults know the course action to take in an emergency situation.

## 2018-19 Secondary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	28	1	26	7
Mathematics	29	2	23	5
Science	31		21	9
Social Science	30		21	9



## 2019-20 Secondary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	27	8	26	1
Mathematics	26	7	20	3
Science	27	4	26	
Social Science	27	6	24	

## 2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	24	12	20	1
Mathematics	25	9	16	4
Science	24	13	19	
Social Science	23	14	18	

## 2020-21 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	760

## 2020-21 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	1
Psychologist	1
Social Worker	0
Nurse	.16
Speech/Language/Hearing Specialist	1
Resource Specialist (non-teaching)	1
Other	0.2

## 2019-20 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2019-20 expenditures per pupil and average teach salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	11674	3440	8234	79906
District	N/A	N/A	8244	\$77,560
Percent Difference - School Site and District	N/A	N/A	-0.1	3.0
State			\$8,444	\$82,431
Percent Difference - School Site and State	N/A	N/A	-2.5	-3.1

## 2020-21 Types of Services Funded

Various supplemental services and opportunities are in place at McCaffrey Middle School to support and assist students. These include:

- MAC (McCaffrey Advisory Committee)
- ASES (After School Education and Safety) program
- Before and after school tutoring including an Acceleration Program in various content areas
- AVID (Advancement Via Individual Determination) program
- Instructional assistants for additional student support
- Focused study skills exploratory for targeted students.
- Various clubs and sport programs
- MakerSpace Lab housed within the BFLC (Bright Future Learning Center)
- Partnership with the Salmon Project
- EAOP (Early Academic Outreach Program) through U.C. Davis
- PLUS (Peer Leaders Uniting Students)
- ATOD is a peer to prevention program which aims to reduced student use of Alcohol, Tobacco and Other Drugs.
- Strategies for Change (now known as Well Space Health) is a counseling service providing mental health services and individual and group counseling for youth.
- Too Good for Violence is delivered through teacher volunteers in the fall of each year. This usually numbers around 11 classes. This service builds positive peer relations and prevents youth violence.

## 2019-20 Teacher and Administrative Salaries

This table displays the 2019-20 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
<b>Beginning Teacher Salary</b>	\$44,112	\$51,450
<b>Mid-Range Teacher Salary</b>	\$70,624	\$80,263
<b>Highest Teacher Salary</b>	\$94,926	\$101,012
<b>Average Principal Salary (Elementary)</b>	\$120,906	\$128,082
<b>Average Principal Salary (Middle)</b>	\$122,633	\$132,453
<b>Average Principal Salary (High)</b>	\$0	\$134,792
<b>Superintendent Salary</b>	\$167,713	\$197,968
<b>Percent of Budget for Teacher Salaries</b>	36%	34%
<b>Percent of Budget for Administrative Salaries</b>	6%	6%

## Professional Development

Staff development is an important part of the planned school program at Galt Joint Union Elementary School District. The school's teachers and support staff are committed to keeping up to date on the latest educational developments. The district offered three staff development for the 2016-17, 2017-18, 2018-19 school years, two staff development days for the 2019-20 school year, one in 2020-21 and three in 2021-22.

We are focused on literacy for all students with a special attention paid to our English Language Learners. Professional development this year revolves around writing and collaborative conversation.

Along with a literacy focus in all content areas, science teachers continue to be heavily involved as early implementers with NGSS. Language Arts teachers will continue to receive PD in the Amplify program as needed.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2019-20	2020-21	2021-22
Number of school days dedicated to Staff Development and Continuous Improvement	3	1	3

# Galt Joint Union ESD

## 2020-21 Local Accountability Report Card (LARC) Addendum

### Local Accountability Report Card (LARC) Addendum

#### 2020-21 Local Accountability Report Card (LARC) Addendum Overview



On July 14, 2021, the California State Board of Education (SBE) determined that the California Department of Education (CDE) will use the SARC as the mechanism to conduct a one-time data collection of the LEA-level aggregate test results of all school's local assessments administered during the 2020–2021 school year in order to meet the federal Every Student Succeeds Act (ESSA) reporting requirement for the Local Educational Agency Accountability Report Cards (LARCs).

Each local educational agency (LEA) is responsible for preparing and posting their annual LARC in accordance with the federal ESSA. As a courtesy, the CDE prepares and posts the LARCs on behalf of all LEAs.

Only for the 2020–2021 school year and the 2020–2021 LARCs, LEAs are required to report their aggregate local assessments test results at the LEA-level to the CDE by populating the tables below via the SARC. These data will be used to meet the LEAs' federal requirement for their LARCs. Note that it is the responsibility of the school and LEA to ensure that all student privacy and suppression rules are in place when reporting data in Tables 3 and 4 in the Addendum, as applicable.

The tables below are not part of the SBE approved 2020–2021 SARC template but rather are the mechanism by which these required data will be collected from LEAs.

For purposes of the LARC and the following tables, an LEA is defined as a school district, a county office of education, or a direct funded charter school.

### 2021-22 District Contact Information

<b>District Name</b>	Galt Joint Union ESD
<b>Phone Number</b>	209.744.4545
<b>Superintendent</b>	Lois Yount

<b>Email Address</b>	lyount@galt.k12.ca.us
<b>District Website Address</b>	<a href="http://gjucesd-ca.schoolloop.com/">http://gjucesd-ca.schoolloop.com/</a>

## 2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	2251	1	0.04	99.96	--
<b>Female</b>	1114	0	0.00	100.00	--
<b>Male</b>	1136	1	0.09	99.91	--
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	61	0	0.00	100.00	--
<b>Black or African American</b>	34	0	0.00	100.00	--
<b>Filipino</b>	26	0	0.00	100.00	--
<b>Hispanic or Latino</b>	1355	0	0.00	100.00	--
<b>Native Hawaiian or Pacific Islander</b>	18	0	0.00	100.00	--
<b>Two or More Races</b>	42	0	0.00	100.00	--
<b>White</b>	707	1	0.14	99.86	--
<b>English Learners</b>	480	0	0.00	100.00	--
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	--	--	--	--	--
<b>Socioeconomically Disadvantaged</b>	757	0	0.00	100.00	--
<b>Students Receiving Migrant Education Services</b>	149	0	0.00	100.00	--
<b>Students with Disabilities</b>	324	1	0.31	99.69	--

## 2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with “NT” values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	2251	1	0.04	99.96	--
Female	1114	0	0.00	100.00	--
Male	1136	1	0.09	99.91	--
American Indian or Alaska Native	--	--	--	--	--
Asian	61	0	0.00	100.00	--
Black or African American	34	0	0.00	100.00	--
Filipino	26	0	0.00	100.00	--
Hispanic or Latino	1355	0	0.00	100.00	--
Native Hawaiian or Pacific Islander	18	0	0.00	100.00	--
Two or More Races	42	0	0.00	100.00	--
White	707	1	0.14		--
English Learners	480	0	0.00	100.00	--
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	757	0	0.00	100.00	--
Students Receiving Migrant Education Services	149	0	0.00	100.00	--
Students with Disabilities	324	1	0.31	99.69	--

## 2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.

## 2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with “N/A” values in all cells, meaning this table is Not Applicable for this school.

\*At or above the grade-level standard in the context of the local assessment administered.





## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.272</b> Board Consideration of Approval of Tentative Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) Regarding 2021-2022 Article XVIII Salary, and Related Items
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

GEFA and the District have met through the Interest Based Bargaining (IBB) Negotiations process and have agreed upon salary and benefits for 2021-2022. The agreement reflects:

- 3.5% ongoing salary schedule increase retroactive to July 1, 2021.
- 2% off the schedule, one-time payment retroactive to July 1, 2021.
- The District’s monthly contribution to health benefits (CAP) will increase from \$635-\$700 effective February 1, 2022.

The agreement has been reviewed by the Sacramento County Office of Education fiscal team and ratified by GEFA.

Fiscal Impact:

- \$787,000 ongoing increase
- \$405,000 one-time payment using In Person Instruction Grant Funds

Board approval is recommended.

Attachments:

1. Agreement
2. Public Disclosure




**Tentative Agreement between Galt Joint Union Elementary School District (District) and  
Galt Elementary Faculty Association (GEFA)**

**December 15, 2021**


GEFA and the District have met through the Interest Based Bargaining (IBB) Negotiations process and agreed upon the following Tentative Agreement regarding 2021-2022 Article XVIII Salary, and related items:

1. Article XVIII Salary: 3.5% across the board salary schedule increase (Appendix A) retroactive to July 1, 2021;
2. Article XVIII Salary: 2% off the schedule payment to current bargaining unit employees, retroactive to July 1, 2021;
3. Appendix B Benefits: The District's monthly contribution to health benefits (CAP) will be increased to \$700, effective after Board approval (potentially February 1, 2022).

This Tentative Agreement is subject to ratification by GFEA membership and the governing Board of Education.

  
\_\_\_\_\_  
Galt Joint Union Elementary  
School District

12/16/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Galt Elementary Faculty Association

12/16/21  
\_\_\_\_\_  
Date

# SACRAMENTO COUNTY OFFICE OF EDUCATION

## PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: **Galt Joint Union Elementary School District**

Name of Bargaining Unit: **GEFA**

Certificated, Classified, Other: **Certificated**

The proposed agreement covers the period beginning: **7/1/2021** and ending: **6/30/2022**

(date) (date)

The Governing Board will act upon the agreement on: **January 26, 2022**

(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

### A. Proposed Change in Compensation

Compensation		Annual	Fiscal Impact of Proposed Agreement		
			Year 1	Year 2	Year 3
		Cost Prior to	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)
		Proposed Agreement			
		FY 21/22	FY 21/22	FY 22/23	FY 23/24
1	Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6)	\$16,232,914.00	\$568,152.00	\$0.00	\$0.00
			3.50%	0.00%	0.00%
2	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$1,681,100.00	\$336,021.32	\$0.00	\$0.00
			19.99%	0.00%	0.00%
	Description of other compensation	Longevity/Summer School/Stipends	2% Hazard Pay		
3	Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc.	\$3,426,860.00	\$184,505.00	\$0.00	\$0.00
			5.38%	0.00%	0.00%
4	Health/Welfare Plans	\$1,135,883.00	\$66,820.00	\$0.00	\$0.00
5	Total Compensation - Add Items 1 through 4 to equal 5	\$22,476,757.00	\$1,155,498.32	\$0.00	\$0.00
			5.14%	0.00%	0.00%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1	\$251,415.00	\$0.00	\$0.00	\$0.00
7	Total Number of Represented Employees (Use FTEs if appropriate)	206.5	206.5	0	0
8	Total Compensation <u>Average</u> Cost per Employee	108,846.28	5,595.63	0.00	0.00
			5.14%	0.00%	0.00%

**9 . What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?**

3.5% on-schedule increase

2% off-schedule one-time

**10 . Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)**

No

**11 . Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)**

**12 . Does this bargaining unit have a negotiated cap for Health & Welfare**      Yes  | No

**If yes, please describe the cap amount.**

Cap of \$700 per month for Health & Welfare

**B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)**

N/A

**C. What are the specific impacts (positive or negative) on instructional and support programs accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)**

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.**

Current Year contains positions hired with pandemic relief funds that will be reduced in the out years to mitigate any deficit spending in those years. Eliminating those one-time positions will be decided on and reduced in the 2nd interim budget MYP to align with layoff notice deadlines.

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**  
**1. Current Year**

Funded with Excess Reserves(on schedule) and One-time funding(off schedule)

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

General Fund

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

N/A

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit: **GEFA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 12/13/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	35,243,034			35,243,034
Remaining Revenues (8100-8799)	1,652,716			1,652,716
<b>TOTAL REVENUES</b>	36,895,750	0	0	36,895,750
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	13,670,107	397,564		14,067,671
Classified Salaries (2000-2999)	5,467,178			5,467,178
Employee Benefits (3000-3999)	6,989,057	125,351		7,114,408
Books and Supplies (4000-4999)	1,210,884			1,210,884
Services, Other Operating Expenses (5000-5999)	2,385,292			2,385,292
Capital Outlay (6000-6999)	225,162			225,162
Other Outgo (7100-7299) (7400-7499)	178,672			178,672
Direct Support/Indirect Cost (7300-7399)	(852,479)			(852,479)
Other Adjustments				0
<b>TOTAL EXPENDITURES</b>	29,273,873	522,915	0	29,796,788
<b>OPERATING SURPLUS (DEFICIT)</b>	7,621,877	(522,915)	0	7,098,962
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	15,000			15,000
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	(148,506)			(148,506)
<b>CONTRIBUTIONS (8980-8999)</b>	(5,290,408)			(5,290,408)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	2,197,963	(522,915)	0	1,675,048
<b>BEGINNING BALANCE</b>	7,314,860			7,314,860
Prior-Year Adjustments/Restatements (9793/9795)	0			0
<b>CURRENT-YEAR ENDING BALANCE</b>	9,512,823	(522,915)	0	8,989,908
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	20,000			20,000
Reserved for Economic Uncertainties (9770)	1,654,105	22,243		1,676,348
Designated Amounts (9775-9780)	7,838,718	(545,158)	0	7,293,560
Unappropriated Amounts (9790)	(0)	0	0	(0)

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **GEFA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 12/13/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$0			\$0
Remaining Revenues (8100-8799)	\$21,104,820			\$21,104,820
<b>TOTAL REVENUES</b>	\$21,104,820	\$0	\$0	\$21,104,820
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$7,554,558	\$498,768		\$8,053,326
Classified Salaries (2000-2999)	\$3,124,123			\$3,124,123
Employee Benefits (3000-3999)	\$5,021,571	\$124,375		\$5,145,946
Books and Supplies (4000-4999)	\$2,550,164	(\$348,148)		\$2,202,016
Services, Other Operating Expenses (5000-5999)	\$3,771,270	(\$56,442)		\$3,714,828
Capital Outlay (6000-6999)	\$2,948,848			\$2,948,848
Other Outgo (7100-7299) (7400-7499)	\$50,000			\$50,000
Direct Support/Indirect Cost (7300-7399)	\$693,896			\$693,896
Other Adjustments	\$0			\$0
<b>TOTAL EXPENDITURES</b>	\$25,714,430	\$218,553	\$0	\$25,932,983
<b>OPERATING SURPLUS (DEFICIT)</b>	(\$4,609,610)	(\$218,553)	\$0	(\$4,828,163)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$0			\$0
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$0			\$0
<b>CONTRIBUTIONS (8980-8999)</b>	\$5,290,408			\$5,290,408
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$680,798	(\$218,553)	\$0	\$462,245
<b>BEGINNING BALANCE</b>	\$1,015,831			\$1,015,831
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
<b>CURRENT-YEAR ENDING BALANCE</b>	\$1,696,629	(\$218,553)	\$0	\$1,478,076
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$1,696,629	(\$218,553)	\$0	\$1,478,076
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Enter Bargaining Unit: **GEFA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 12/13/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$35,243,034	\$0	\$0	\$35,243,034
Remaining Revenues (8100-8799)	\$22,757,536	\$0	\$0	\$22,757,536
<b>TOTAL REVENUES</b>	\$58,000,570	\$0	\$0	\$58,000,570
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$21,224,665	\$896,332	\$0	\$22,120,997
Classified Salaries (2000-2999)	\$8,591,301	\$0	\$0	\$8,591,301
Employee Benefits (3000-3999)	\$12,010,628	\$249,726	\$0	\$12,260,354
Books and Supplies (4000-4999)	\$3,761,048	(\$348,148)	\$0	\$3,412,900
Services, Other Operating Expenses (5000-5999)	\$6,156,562	(\$56,442)	\$0	\$6,100,120
Capital Outlay (6000-6999)	\$3,174,010	\$0	\$0	\$3,174,010
Other Outgo (7100-7299) (7400-7499)	\$228,672	\$0	\$0	\$228,672
Direct Support/Indirect Cost (7300-7399)	(\$158,583)	\$0	\$0	(\$158,583)
Other Adjustments	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$54,988,303	\$741,468	\$0	\$55,729,771
<b>OPERATING SURPLUS (DEFICIT)</b>	\$3,012,267	(\$741,468)	\$0	\$2,270,799
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$15,000	\$0	\$0	\$15,000
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	(\$148,506)	\$0	\$0	(\$148,506)
<b>CONTRIBUTIONS (8980-8999)</b>	\$0	\$0	\$0	\$0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$2,878,761	(\$741,468)	\$0	\$2,137,293
<b>BEGINNING BALANCE</b>	\$8,330,691	\$0	\$0	\$8,330,691
Prior-Year Adjustments/Restatements (9793/9795)	\$0	\$0	\$0	\$0
<b>CURRENT-YEAR ENDING BALANCE</b>	\$11,209,452	(\$741,468)	\$0	\$10,467,984
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$1,716,629	(\$218,553)	\$0	\$1,498,076
Reserved for Economic Uncertainties (9770)	\$1,654,105	\$22,243	\$0	\$1,676,348
Designated Amounts (9775-9780)	\$7,838,718	(\$545,158)	\$0	\$7,293,560
Unappropriated Amounts - Unrestricted (9790)	(\$0)	\$0	\$0	(\$0)
Unappropriated Amounts - Restricted (9790)	\$0	\$0	\$0	\$0
Reserve for Economic Uncertainties Percentage	3.0%	3.0%	#DIV/0!	3.0%

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Child Development Fund**

Enter Bargaining Unit: **GEFA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 12/13/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$678,293	\$0	\$0	\$678,293
<b>TOTAL REVENUES</b>	\$678,293	\$0	\$0	\$678,293
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$238,056	\$7,840	\$0	\$245,896
Classified Salaries (2000-2999)	\$242,873	\$0	\$0	\$242,873
Employee Benefits (3000-3999)	\$148,623	\$1,600	\$0	\$150,223
Books and Supplies (4000-4999)	\$14,921	\$0	\$0	\$14,921
Services, Other Operating Expenses (5000-5999)	\$39,248	\$0	\$0	\$39,248
Capital Outlay (6000-6999)	\$0	\$0	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$0	\$0	\$0	\$0
Direct Support/Indirect Cost (7300-7399)	\$68,947	\$0	\$0	\$68,947
Other Adjustments	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$752,668	\$9,440	\$0	\$762,108
<b>OPERATING SURPLUS (DEFICIT)</b>	(\$74,375)	(\$9,440)	\$0	(\$83,815)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$0	\$0	\$0	\$0
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$0	\$0	\$0	\$0
<b>CONTRIBUTIONS (8980-8999)</b>	\$0	\$0	\$0	\$0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	(\$74,375)	(\$9,440)	\$0	(\$83,815)
<b>BEGINNING BALANCE</b>	\$106,993			\$106,993
Prior-Year Adjustments/Restatements (9793/9795)	\$0	\$0	\$0	\$0
<b>CURRENT-YEAR ENDING BALANCE</b>	\$32,618	(\$9,440)	\$0	\$23,178
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$32,618	\$0	\$0	\$32,618
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0
Reserve for Economic Uncertainties Percentage	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund**

Enter Bargaining Unit:

	2021/2022	2022/2023	2023/2024
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	35,243,034	32,123,893	32,794,997
Remaining Revenues (8100-8799)	22,757,536	9,969,615	9,969,615
<b>TOTAL REVENUES</b>	<b>58,000,570</b>	<b>42,093,508</b>	<b>42,764,612</b>
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	22,120,997	18,643,645	18,978,394
Classified Salaries (2000-2999)	8,591,301	8,140,077	8,277,368
Employee Benefits (3000-3999)	12,260,354	11,746,849	11,883,183
Books and Supplies (4000-4999)	3,412,900	1,329,702	1,279,304
Services, Other Operating Expenses (5000-5999)	6,100,120	4,051,033	4,067,842
Capital Outlay (6000-6999)	3,174,010	0	0
Other Outgo (7100-7299) (7400-7499)	228,672	184,273	187,108
Direct Support/Indirect Cost (7300-7399)	(158,583)	(158,583)	(158,583)
Other Adjustments	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>55,729,771</b>	<b>43,936,996</b>	<b>44,514,616</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>2,270,799</b>	<b>(1,843,488)</b>	<b>(1,750,004)</b>
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	<b>(148,506)</b>	<b>(148,506)</b>	<b>(148,506)</b>
<b>CONTRIBUTIONS (8980-8999)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>2,137,293</b>	<b>(1,976,994)</b>	<b>(1,883,510)</b>
<b>BEGINNING BALANCE</b>	<b>8,330,691</b>	<b>10,467,984</b>	<b>8,490,990</b>
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>10,467,984</b>	<b>8,490,990</b>	<b>6,607,480</b>
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	1,498,076	2,125,157	2,607,559
Reserved for Economic Uncertainties - Unrestricted(9770)	1,676,348	1,322,565	1,339,894
Reserved for Economic Uncertainties - Restricted (9770)			
Board Designated Amounts (9775-9780)	7,293,560	5,043,268	2,660,027
Unappropriated Amounts - Unrestricted (9790)	(0)	0	0
Unappropriated Amounts - Restricted (9790)	0	0	0

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

**1. State Reserve Standard**

	2021/2022	2022/2023	2022/2024
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$55,581,265	\$43,788,490	\$44,366,110
b. State Standard Minimum Reserve Percentage for this District 84 enter percentage:	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000	\$1,667,438	\$1,313,655	\$1,330,983

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$1,676,348	\$1,322,565	\$1,339,894
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$0	\$0	\$0
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)			
d. Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790)			
g. Total Available Reserves	\$1,676,348	\$1,322,565	\$1,339,894
h. Reserve for Economic Uncertainties Percentage	3.0%	3.0%	3.0%

**3. Do unrestricted reserves meet the state minimum reserve amount?**

FY 21/22	Yes X	No	<input type="checkbox"/>
FY 22/23	Yes X	No	<input type="checkbox"/>
FY 23/24	Yes X	No	<input type="checkbox"/>

**4. If no, how do you plan to restore your reserves?**

N/A

**5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:**

The amount does not agree by \$404,590, this amount was budgeted in Supplies & Services and will be moved to Salary & Benefits

**6. Please include any additional comments and explanation of Page 4 if necessary:**

**K. SALARY NOTIFICATION REQUIREMENT**

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

**COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT**

(a) Current-Year LCFF per ADA:	\$ <u>10,105.00</u> (Estimated)
(b) Prior-Year LCFF per ADA:	\$ <u>9,621.00</u> (Actual)
(c) Amount of Current-Year Increase: (a) minus (b)	\$ <u>484.00</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	5.03%
(e) Deficit: (Form RL, Line 9-a)	_____
(f) Percentage Increase in LCFF after deficit:	_____
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	5.14%

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Galt Joint Union Elementary School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the GEFA Bargaining Unit, during the term of the agreement from 07/01/2021 to 06/30/2022

The budget revisions necessary to meet the costs of the agreement is each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	
<u>Expenditures/Other Financing Uses</u>	<u>750,908</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(750,908)</u>

\_\_\_\_\_ (No budget revisions necessary)

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement..

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

Nicole Lorenz, CBO  
Contact Person

209-744-4545 x 311  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on \_\_\_\_\_, took action to approve the proposed Agreement with the Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board  
(Signature)

\_\_\_\_\_  
Date

|



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.273</b> Board Consideration of Approval of GJUESD Board Policy (BP) and Administrative Regulations (AR): <ol style="list-style-type: none"> <li>1. BP 3516.5 Emergency Schedules</li> <li>2. BP 4131 Staff Development</li> <li>3. BP 6120 Response to Instruction and Intervention</li> <li>4. BP/AR 6164.4 Identification and Evaluation of Individuals for Special Education</li> <li>5. BP/AR Children with Disabilities Enrolled by their Parents in Private School</li> <li>6. BP/AR 6164.5 Student Success Teams</li> <li>7. BP/AR 4112.42/4212/42/4312/42 Drug and Alcohol Testing for School Bus Drivers</li> </ol>
<b>Presenter:</b> Lois Yount Donna Mayo-Whitlock	<b>Action Item:</b> XX <b>Information Item:</b>

A first reading of the Board Policies and Administrative Regulations listed below was held on December 13, 2021. Board adoption is recommended:

1. BP 3516.5 Emergency Schedules
2. BP 4131 Staff Development
3. BP 6120 Response to Instruction and Intervention
4. BP/AR 6164.4 Identification and Evaluation of Individuals for Special Education
5. BP/AR Children with Disabilities Enrolled by their Parents in Private School
6. BP/AR 6164.5 Student Success Teams
7. BP/AR 4112.42/4212/42/4312/42 Drug and Alcohol Testing for School Bus Drivers

**Policy 3516.5: Emergency Schedules**

**Status:** ADOPTED

**Original Adopted Date:** 12/01/1992 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 07/01/2010

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms and/or affidavits for obtaining approval of apportionment credit for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely notice in advance of any resulting changes in the school calendar or school day schedule.

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**Policy 4131: Staff Development**

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2008 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 07/01/2015

The Governing Board believes that, in order to maximize student learning, achievement, and well-being, certificated staff members must be continuously learning and improving relevant skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills, become informed about changes in pedagogy and subject matter, and strengthen practices related to social-emotional development and learning.

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, when creating, reviewing, and amending the district's staff development program. The Superintendent or designee shall ensure that the district's staff development program is aligned with district priorities for student learning, achievement and well-being, school improvement objectives, the local control and accountability plan, and other district and school plans.

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards
2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction and learning, including face-to-face, remote, or hybrid instruction
4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55
5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning
6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education
7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, acceptance, and civility, including conflict resolution, hatred prevention, and positive behavioral interventions and supports
8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn
9. Ability to interpret and use data and assessment results to guide instruction
10. Knowledge of topics related to student mental and physical health, safety, and welfare, which may include social-emotional learning and trauma-informed practices
11. Knowledge of topics related to employee health, safety, and security

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a

school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement and well-being.

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**Policy 6120: Response To Instruction And Intervention**

**Status:** ADOPTED

**Original Adopted Date:** 07/01/2009 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 07/01/2009

The Governing Board desires to improve learning and behavioral outcomes for all students by providing a high-quality, data-driven educational program that meets the learning and behavioral needs of each student and reduces disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance and/or are struggling behaviorally shall receive intensive instruction and intervention supports designed to meet individual learning needs, with progress monitored.

The Superintendent or designee shall convene a team that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support, certificated personnel, other district staff, and parents/guardians to assist in designing the district's Response to Instruction and Intervention (RtI<sup>2</sup>) system, based on an examination of indicators of district and schoolwide student achievement and social-emotional well-being.

The district's RtI<sup>2</sup> system shall include instructional strategies and interventions with demonstrated effectiveness and be aligned with the district curriculum and assessments. The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.

The district's RtI<sup>2</sup> system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

Additionally, the districts RtI<sup>2</sup> system shall provide for:

1. High-quality classroom instruction
2. High expectations
3. Assessments and data collection
4. Problem-solving systems approach
5. Research-based interventions
6. Positive behavioral support
7. Fidelity of program implementation
8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and emphasize a collaborative approach of professional learning communities among teachers within and across grade spans
9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee shall ensure that parents/guardians are involved at all stages of the instructional, intervention, and progress monitoring process. Parents/guardians shall be kept informed of the services that have and will be provided, the strategies being used to increase the student's rate of learning, the supports provided to improve behavioral difficulties, and the performance data that has and will be collected.

10. Consideration of further evaluation utilizing RtI<sup>2</sup> data

The RtI<sup>2</sup> system may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

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**Policy 6164.4: Identification And Evaluation Of Individuals For Special Education**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2007 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 11/01/2008

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, assessment, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and other members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for special education services. (Education Code 56301)

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**Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2007 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 11/01/2010

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

#### **Initial Evaluation for Special Education Services**

Before the initial provision of special education and related services to a student with a disability, the district shall conduct a full and individual initial evaluation of the student. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

### **Parent/Guardian Consent for Evaluations**

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

*Informed parental consent* means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time
4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

The district shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent, which may include:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the informed consent from the parent of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining informed consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with state law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

### **Conduct of the Evaluation**

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing

to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56320, 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic



performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (34 CFR 300.304)

### **Evaluation Report**

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

### **Eligibility Determination**

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and

teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

### **Independent Educational Evaluation**

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

*Public expense* means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

### **Reevaluation**

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

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**Policy 6164.41: Children With Disabilities Enrolled By Their Parents In Private School**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2007 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 03/01/2007

The Governing Board recognizes its obligations under state and federal to locate, identify, evaluate, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (Education Code 56171; 34 CFR 300.131)

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/guardians in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

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**Regulation 6164.41: Children With Disabilities Enrolled By Their Parents In Private School**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2007 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 07/01/2016

### Definitions

*Parentally-placed private school children with disabilities* means children with disabilities who are voluntarily enrolled by their parents/guardians in a private school or facility within district boundaries, including children who are attending a private school or facility within district boundaries but who reside in another district or state. (34 CFR 300.130, 300.131)

*Private school or facility* means a private full-time day school, including a religious school, located within district boundaries, that has filed an affidavit with the California Department of Education pursuant to Education Code 33190 and is registered in the California Private School Directory.

### Consultation with Private School Representatives

The Superintendent or designee shall consult with all private school representatives and representatives of parents/guardians of parentally-placed private school children with disabilities during the design and development of equitable services for the children. In order to ensure a meaningful and timely consultation, the consultation shall include: (Education Code 56301; 20 USC 1412(a)(10)(A)(iii); 34 CFR 300.134)

1. The child find process and how parentally-placed private school children suspected of having a disability can participate equitably
2. The manner in which parents/guardians, teachers, and private school officials will be informed of the child find process
3. The determination of the proportionate share of federal funds available to serve parentally-placed private school children with disabilities and how this share is calculated
4. How the consultation process among district staff, private school officials, and representatives of parents of parentally-placed private school children with disabilities will operate throughout the school year to ensure that identified children can meaningfully participate in equitable services
5. The provision of equitable special education and related services including how, when, and by whom such services will be provided including a discussion about the types of services, alternate service delivery mechanisms, how services will be apportioned if funds are insufficient to serve all of the identified children, and how and when those decisions will be made
6. In the event that the district and private school disagree on the provision of or the types of services, how the district will provide the private school officials with a written explanation of the reasons that the district chose to not provide the services

When meaningful and timely consultation has occurred, the district shall obtain a written affirmation signed by the representatives of participating private schools. If the private school representatives do not provide the affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the California Department of Education. (Education Code 56172; 20 USC 1412; 34 CFR 300.135)

After the consultation has occurred, the district shall ensure an annual count of the number of parentally-placed children with disabilities attending private schools located within the district. This count shall be conducted between October 1 and December 1 each year and shall be used to determine the amount the district must spend on providing equitable services to the children in the subsequent fiscal year. (34 CFR 300.133)

### Provision of Services

A child with a disability parentally-placed in a private school has no individual right to receive some or all of the

special education and related services that would have been received if enrolled in public school. Such a child may receive a different amount of services than students with disabilities in public schools. (34 CFR 300.137, 300.138)

The district shall evaluate all identified parentally-placed private school children with disabilities for purposes of considering them for equitable services. This evaluation shall be conducted in accordance with the timelines and procedures for evaluating public school students with disabilities pursuant to 34 CFR 300.300-300.311 and as specified in BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education, including obtaining parent/guardian consent and providing the parent/guardian with a copy of the procedural safeguards notice. (34 CFR 300.131, 300.504)

If the child resides in the district and is eligible for an individualized education program (IEP), the district shall make a free appropriate public education (FAPE) available to the child. However, the district is not required to develop an IEP if the parent/guardian makes clear the intention to keep the child enrolled in private school. In such situations, the district shall obtain written certification confirming the parent/guardian's intention to keep the child enrolled in private school, including the fact that the parent/guardian is not interested in the development of an IEP or the district's offer of FAPE. If the parent/guardian does not provide confirmation in writing, the district shall obtain oral confirmation of the parent/guardian's intention and confirm the conversation in writing.

If the child resides in a different district, then this district and the district of residence shall work together to ensure that the parent/guardian receives an offer of FAPE in accordance with law.

The district shall develop and implement for each identified child with a disability enrolled by their parents/guardians in a private school within the district's boundaries an individual services plan (ISP) that describes the equitable services that the district will provide, as determined by the district after the consultation process with private school representatives. (34 CFR 300.138)

The ISP shall be developed, reviewed, and revised consistent with 20 USC 1414. A representative of the private school shall be invited to attend each ISP team meeting. If the representative cannot attend the meeting, the district shall use other methods to ensure the representative's participation, including individual or conference calls. (34 CFR 300.137, 300.138)

The district may provide services on the private school premises, including a religious school, to the extent consistent with law. The services shall be provided by personnel meeting the same standards as personnel providing services in the public school except that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities do not have to meet the special education teacher qualification requirements specified in 34 CFR 300.156. The personnel shall either be district employees or contractors of the district. (34 CFR 300.138, 300.139)

The district shall offer transportation to the child if services are provided on a site other than the child's school and the ISP team determines that transportation is necessary for the child to benefit from or participate in the services provided in the ISP. Depending on the timing of the services, the district shall provide transportation from the child's school or home to the service site and from the service site to the child's school or home. (34 CFR 300.139)

The district may place equipment and supplies in a private school for the period of time necessary to provide the services pursuant to the ISP. All such equipment shall remain the property of the district and must be able to be removed without remodeling or causing damage to the private school. The district shall remove the equipment when no longer required by the child, when the child no longer attends the private school, or when removal is necessary to prevent unauthorized use. (34 CFR 300.144)

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**Policy 6164.5: Student Success Teams**

**Status:** ADOPTED

**Original Adopted Date:** 09/01/1990 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 03/01/2004

The Governing Board encourages the collaboration of parents/guardians, certificated and classified staff, administrators, and/or the student, as appropriate, in evaluating the strengths and needs of students having academic, attendance, social, emotional, or behavioral difficulties and in identifying strategies and programs that may assist such students in maximizing their potential. The Superintendent or designee shall establish student success teams (SST) as needed to address individual student needs.

The Superintendent or designee shall establish and maintain a process for initiating the referral of students to SSTs, which may include referral by district staff, parents/guardians, and/or agency representatives. The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST shall be convened for an individual student.

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies.

Each SST shall develop a plan to support the student which incorporates intervention strategies. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, social, emotional and/or behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

The SST shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, make adjustments to the plan, and develop additional interventions as needed.

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

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**Regulation 6164.5: Student Success Teams**

**Status:** ADOPTED

**Original Adopted Date:** 09/01/1990 | **Last Revised Date:** 09/23/2021 | **Last Reviewed Date:** 03/01/2004

**Team Membership**

Members of individual student success teams (SST) may include:

1. The principal or designee
2. One or more of the student's classroom teachers or former teachers
3. The student's parents/guardians
4. The student if appropriate
5. School Counselor(s)
6. Resource personnel or specialists, such as a school psychologist, nurse, outreach consultant, special education resource person, department chairperson, speech and language specialist, reading specialist, social worker, probation officer, community resource representative, mental health worker, and/or other person(s) relevant to the student's situation, as determined by the district

The makeup of each individual SST is at the district's discretion, and may not include participation from individuals in each of the categories listed above.

**Team Responsibilities**

The principal or designee shall:

1. Schedule meetings and establish meeting procedures
  2. Contact parents/guardians and other team members regarding team meetings
  3. Consult with appropriate school staff, including teachers and/or district resource personnel
  4. Arrange for observation of the student as needed
  5. Collect any additional background information necessary to inform team members about the student's strengths and needs, such as relevant student data, educational history, and work samples, as appropriate
  6. Help the student and parents/guardians prepare for the meeting
  7. Facilitate the team meetings
  8. Develop a plan to support the student which incorporates intervention strategies
  9. Ensure that the student's progress is monitored, that follow-up meetings are regularly scheduled, and that adjustments are made to the plan and related interventions as necessary
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**Policy 4112.42: Drug And Alcohol Testing For School Bus Drivers**

**Status:** DRAFT

**Original Adopted Date:** 07/23/2014

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

A driver shall not report for duty or remain on duty when the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when the driver has used any drug listed in 21 CFR 1308.12-1308.15, unless the driver is using the drug under the direction of a physician who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR 382.205, 382.207)

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

**Consequences Based on Test Results**

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.01 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the

DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

### **Voluntary Self-Identification**

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over the drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
  - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
  - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that the driver does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until the driver has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

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**Regulation 4212.42: Drug And Alcohol Testing For School Bus Drivers**

**Status:** DRAFT

**Original Adopted Date:** 07/23/2014

### **Definitions**

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

Safety-sensitive function means all time from the time the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising or assisting in the loading or unloading of the vehicle; and repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 382.107)

### **Designated Employer Representative**

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

### **Pre-employment Testing**

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide consent to obtain the information from previous employers or from the Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months from the date of application or participated in a random drug testing program for the previous 12 months from the date of application.
3. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of

federal drug testing regulations within the previous six months.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

### **Post-Accident Testing**

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

### **Random Testing**

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

### **Reasonable Suspicion Testing**

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the person who made the observations. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

### **Return-to-Duty Testing**

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after the driver completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

### **Follow-Up Testing**

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

### **Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse**

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

### **Notifications**

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.01 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management
12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

Each driver shall sign a statement certifying receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

### **Records**

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

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## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.274</b> First Reading of GJUESD Board Policies (BP) and Administrative Regulations (AR): <ol style="list-style-type: none"> <li>1. BP/AR/E(1)(2) 1312.3 Uniform Complaint Procedures</li> <li>2. BP/AR 4119.11 Sexual Harassment</li> <li>3. AR/E 4119.12 Title IX Sexual Harassment Complaint Procedures (employees)</li> <li>4. BP/AR 5145.3 Nondiscrimination/Harassment</li> <li>5. BP/AR 5145.7 Sexual Harassment</li> <li>6. AR/E 5145.71 Title IX Sexual Harassment Complaint Procedures (students)</li> </ol>
<b>Presenter:</b> Lois Yount Donna Whitlock	<b>Action Item:</b> <b>Information Item:</b> XX

The following CSBA sample Board Policies (BP), Administrative Regulations (ARs), and Exhibits are being presented for a first reading:

1. BP/AR/E(1)(2) 1312.3 Uniform Complaint Procedures
2. BP/AR 4119.11 Sexual Harassment
3. AR/E 4119.12 Title IX Sexual Harassment Complaint Procedures (employees)
4. BP/AR 5145.3 Nondiscrimination/Harassment
5. BP/AR 5145.7 Sexual Harassment
6. AR/E 5145.71 Title IX Sexual Harassment Complaint Procedures

The policies and regulations are attached as follows:

1. Guidesheet
2. New policy/regulation with changes highlighted →
3. GJUESD current policy/regulation

**LEGEND**

- Replaced
- Inserted
- Deleted

## GUIDESHEET

### **BP/AR/E(1)(2) 1312.3 Uniform Complaint Procedures**

- 1) Comparison document of old and new policy/regulation
  - Yellow = replacements
  - Blue = insertions
  - Red = deletions
- 2) GJUESD current policy

#### **Board Policy 1312.3 - Uniform Complaint Procedures Policy updated to reflect NEW LAW (AB**

131, 2021) which renumbers the license-exempt California State Preschool Program code sections, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add Item #3 to the section regarding "Non-UCP Complaints" that any complaint alleging that a student, while in an education program or activity as specified, was subjected to sexual harassment as defined in 34 CFR 106.30 be addressed through federal Title IX complaint procedures, and clarify in Item #5 that complaints alleging a physical safety concern that interferes with a free appropriate public education is a non-UCP complaint.

#### **Administrative Regulation 1312.3 - Uniform Complaint Procedures**

Regulation updated to delete outdated and/or repealed U.S. Department of Education's Office for Civil Rights (OCR) references and where appropriate add current OCR material, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify posting requirements for the annual notification, compliance officer contact information and information related to Title IX, add material regarding the requirement for an administrator who is not designated as a compliance officer who receives a complaint to notify the compliance officer, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add descriptions to the OPTION headings for districts that do or do not allow complainants to appeal to the governing board, delete material regarding respondent being sent the investigation report at the same time it is provided to complainant as this simultaneous exchange is not required by law, amend language in regard to pursuing civil law remedies in the notice to complainants included in investigation reports for allegations of unlawful discrimination, harassment, intimidation, and bullying based on state law, clarify when either party may request reconsideration of an appeal by the Superintendent of Public Instruction, and reflect NEW LAW (AB 131, 2021) which renumbers the license-exempt California State Preschool Program code sections.

#### **Exhibit (1) 1312.3 - Uniform Complaint Procedures**

Exhibit updated to reflect NEW LAW (AB 131, 2021) which renumbers the license-exempt California State Preschool Program code sections.

- No current exhibit

#### **Exhibit(2) 1312.3 - Uniform Complaint Procedures**

Exhibit updated to reflect NEW LAW (AB 131, 2021) which renumbers the license-exempt California State Preschool Program code sections.

- No current exhibit



**Policy 1312.3: Uniform Complaint Procedures**

**Status:** ADOPTED

**Original Adopted Date:** 05/01/2017 | **Last Revised Date:** 12/14/2021 | **Last Reviewed Date:** 12/01/2020

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

**Complaints Subject to UCP**

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

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)
11. Educational and graduation requirements for students in foster care, homeless students, students from military families, and students formerly in a juvenile court school (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)
13. Local control and accountability plan (Education Code 52075)
14. Migrant education (Education Code 54440-54445)
15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
16. Student fees (Education Code 49010-49013)
17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)
19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
20. School safety plans (Education Code 32280-32289)
21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
22. State preschool programs (Education Code 8207-8225)
23. State preschool health and safety issues in license-exempt programs (Education Code 8212)
24. 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
25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with 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. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint confidential when appropriate and as long as the integrity of the complaint process is maintained.

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

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

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

### **Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
  5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)
  6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
  7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)
  8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)
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**Policy 1312.3: Uniform Complaint Procedures**

**Status:** ADOPTED

**Original Adopted Date:** 11/17/2016

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; After School Education and Safety; Agricultural and Vocational Education; American Indian Education Centers; and Early Childhood Education Program Assessments; Bilingual Education; California Peer Assistance and Review Programs for Teachers; Career Technical and Technical Education and Career Technical and Technical training; Child Care and Development; Child Nutrition; Compensatory Education; Consolidated Categorical Aid; Course Periods Without Educational content; Economic Impact Aid; Education of Pupils in foster Care and Pupils who are Homeless; Every Student Succeeds Act/No Child Left Behind; Local Control and Accountability Plans; Migrant Education; Physical Education Instructional Minutes; Pupil Fees; Reasonable Accommodations to a Lactating Pupil; Regional Occupational Centers and Programs; School Safety Plans; Special Education; State Preschool; and Tobacco- Use Prevention Education. (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)

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. A pupil fee complaint may be filed with the principal of a school or the district's superintendent or designee. (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)

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

If the district finds merit in a pupil fees, LCAP, and/or Course Period without Educational Content complaint, the district shall provide a remedy. The remedy shall be subject to procedures adopted by the state board.

a) Course Period without Educational Content complaints- The remedy shall go to the affected pupil.

b) LCAP complaints- The remedy shall go to all affected pupils, parents and guardians.

c) Pupil Fee complaints- The remedy shall go to all affected pupils, parents and guardians, which also includes reasonable efforts by the district to ensure full reimbursement to all affected pupils, parents and guardians.

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)

#### Compliance Officers

The Board designates the following compliance officers to receive and investigate complaints and ensure district compliance with law:

##### Director of Educational Services

1018 C Street, Suite 210

Galt, Ca. 95632

(209) 744-4545

##### Director of Business Services

Galt Joint Union Elementary School District

1018 C Street, Suite 210

Galt, Ca. 95632

(209) 744-4545

##### Director of Business Services

Galt Joint Union Elementary School District

1018 C Street, Suite 210

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(209) 744-4545

Compliance officers shall maintain a record of each complaint as required for compliance with the California Code of Regulations, Title 5, Section 4632.

The Board recognizes that informal resolution can often be agreeable to all parties in a dispute.

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)

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)

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### Regulation 1312.3: Uniform Complaint Procedures

Status:  ADOPTED

Original Adopted Date: 05/01/2017 | Last Revised Date: 12/14/2021 | Last Reviewed Date: 06/01/2021

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

#### Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment.

#### Educational Services Director

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt CA 95632

209-744-4545 ext. 304

superintendent@galt.k12.ca.us

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 and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

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 cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, 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.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. 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 one or more interim measures. The interim measures shall 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)



In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint
7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, homeless students, children of military families, and former juvenile court school students now enrolled in the district, as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process
8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.6 shall be posted on the district and district school web sites and may be provided through district-supported social media, if available.

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 UCP policy, regulation, forms, and notices 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.

## 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. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)
2. Any complaint alleging noncompliance with law regarding the prohibition against 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 or with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that 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)
6. When a complaint alleging unlawful discrimination, 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.
7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim 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.

## Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. 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, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an 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 upon 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 the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or 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. The compliance officer 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. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), 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 any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of 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)

### **Timeline for Investigation Report**

#### **OPTION 1:** (Districts that do not allow complainants to appeal to the Board)

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

For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant.

## **OPTION 2: (Districts that allow complainants to appeal to the Board)**

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60 day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

## **END OF OPTION 2**

### **Investigation Report**

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

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

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with 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, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent 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
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

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student 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 cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith 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 investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. 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
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the

district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

### **Health and Safety Complaints in License-Exempt Preschool Programs**

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

**Regulation 1312.3: Uniform Complaint Procedures**

**Status:** ADOPTED

**Original Adopted Date:** 11/17/2016

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)

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(209) 744-4545

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 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.

(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 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.

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)
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.

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)

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

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
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
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 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
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**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8212, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's uniform complaint procedures as required by law. A complaint form may be obtained at the school or district office, or downloaded from the school or district web site.

You may also download a copy of the California Department of Education complaint form when available from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.



You may also download a copy of the California Department of Education complaint form when available from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

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**PRESCHOOL COMPLAINT FORM:  
UNIFORM COMPLAINT PROCEDURES**

Education Code 8212 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested?  Yes  No

Contact information: (if response is requested)

Name: \_\_\_\_\_

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

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

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

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- The preschool does not have outdoor shade that is safe and in good repair.
- Drinking water is not accessible and/or readily available throughout the day.
- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- Restroom facilities are not available only for preschoolers and kindergartners.
- The preschool program does not provide visual supervision of children at all times.
- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

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Please file this complaint at the following location:

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

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

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(Signature)

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(Date)

## **GUIDESHEET**

### **BP/AR 4119.11 Sexual Harassment**

- 1) Comparison document of old and new policy/regulation
  - Yellow = replacements
  - Blue = insertions
  - Red = deletions
- 2) GJUESD current policy

#### **Board Policy 4119.11 Sexual Harassment**

Policy updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's procedure reflecting state law, as described in AR 4030 - Nondiscrimination in Employment, in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant.

#### **Administrative Regulation 4119.11 Sexual Harassment**

Regulation updated to add section on "Definitions," including the federal definition of sexual harassment for purposes of applying the Title IX complaint procedures. Section identifying the Title IX Coordinator(s) moved and revised to reference CSBA's AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" adds federal requirement to disseminate the district's sexual harassment policy and procedures, along with the name and contact information of the Title IX Coordinator, by posting them in a prominent location on the district's web site and including them in any handbook provided to employees or employee organizations. New section on "Complaint Procedures" references the applicable procedures and the responsibility of the district to take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

**Policy 4119.11: Sexual Harassment**

Status: ADOPTED

Original Adopted Date: 12/01/2015 | Last Revised Date: 10/01/2020 | Last Reviewed Date: 10/01/2020

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

**Sexual Harassment Reports and Complaints**

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in

sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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**Policy 4119.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 02/27/2008

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

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

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

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**Regulation 4119.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 12/01/2016 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

**Definitions**

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

**Examples of Sexual Harassment**

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

**Title IX Coordinator/Compliance Officer**

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply



with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Educational Services Director

1018 C Street, Suite 210, Galt CA 95632

209-744-4545 ext. 304

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

## Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment

## complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

## Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall.

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

### **Complaint Procedures**

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

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**Regulation 4119.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 02/27/2008

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is made expressly or implicitly a term or condition of the individual's employment
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her
3. The conduct has the purpose or effect of unreasonably interfering with the other individual's work performance; creating an intimidating, hostile, or offensive work environment; or adversely affecting the other individual's evaluation, advancement, assigned duties, or any other condition of employment or career development
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit e-mails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

#### Training

By January 1, 2006, and every two years thereafter, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. (Government Code 12950.1)

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state statutory law on the prohibition against and the prevention and correction of sexual harassment and the remedies available to the victims of sexual harassment in employment. The training shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

In addition, the Superintendent or designee shall ensure that all employees receive periodic training regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.

#### Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

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

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee

(cf. 4031 - Complaints Concerning Discrimination in Employment)

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
  6. Directions on how to contact DFEH and the EEOC
  7. The protection against retaliation provided by 2 CCR 7287.8 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC
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## **GUIDESHEET**

### **AR/E 4119.12/4219.12/4319.12 Title IX Sexual Harassment**

- 1) CSBA recommended AR/E
- 2) GJUESD current policy

#### **Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures**

Regulation updated to clarify that a sexual harassment complaint that is dismissed or denied under Title IX may still be subject to review under state law pursuant to AR 4030 - Nondiscrimination in Employment and thus the two procedures should be implemented concurrently in order to meet the applicable timelines. Regulation also updated to clarify that the applicability of the Title IX sexual harassment complaint procedures is limited to conduct that allegedly occurs in an education program or activity over which the district exercises control; revise the timeframe for concluding the complaint process from 45 to 60 days; reflect the right to pursue civil law remedies; and add the requirement to maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment.

- No current AR

#### **Exhibit 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures**

New exhibit presents a sample of the required notification to employees, job applicants, and employee organizations regarding the district's Title IX sexual harassment policy, the district's Title IX coordinator, and grievance procedures pursuant to 34 CFR 106.8.

- No current exhibit

**Regulation 4119.12: Title IX Sexual Harassment Complaint Procedures**

Status: ADOPTED

Original Adopted Date: 07/01/2020 | Last Revised Date: 10/01/2020 | Last Reviewed Date: 10/01/2020

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

#### Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

#### Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work

locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### **Emergency Removal**

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### **Dismissal of Complaint**

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

### **Informal Resolution Process**

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

### **Written Notice**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process



2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

### **Investigation Procedures**

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

### **Written Decision**

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

### **Appeals**

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

### **Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### **Disciplinary Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

### **Record-Keeping**

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
  2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
  3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.
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**NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

*Educational Services Director*

*1018 C Street, Suite 210, Galt CA 95632*

*209-744-4545 ext. 304*

*dwhitlock@galt.k12.ca.us*

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [www.galt.k12.ca.us](http://www.galt.k12.ca.us)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: *Superintendent Office*  
*superintendent@galt.k12.ca.us*  
*1018 C Street, Suite 210, Galt CA 95632*  
*209-744-4545 ext. 308*

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

## **GUIDESHEET**

### **BP/AR 5145.3 Nondiscrimination/Harassment**

- 1) Comparison document of old and new policy/regulation
  - Yellow = replacements
  - Blue = insertions
  - Red = deletions
- 2) GJUESD current policy

#### **Board Policy 5145.3 - Nondiscrimination/Harassment**

Policy updated to reflect law prohibiting discrimination based on medical condition and to reflect NEW LAW (AB 34, 2019) which requires the district, starting in the 2020-21 school year, to post its nondiscrimination policies, and specified state and federal laws regarding discrimination, bullying, and harassment, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.

#### **Administrative Regulation 5145.3 - Nondiscrimination/Harassment**

Regulation updated to clarify how district employees should handle requests by or on behalf of transgender and gender-nonconforming students when changing gender and legal name on student records. Regulation also updated to broaden the section on “Transgender and Gender-Nonconforming Students” to include support for intersex and nonbinary students and related definitions.

**Policy 5145.3: Nondiscrimination/Harassment**

Status: ADOPTED

Original Adopted Date: 10/01/2014 | Last Revised Date: 05/01/2020 | Last Reviewed Date: 05/01/2020

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.


The Governing Board desires to provide a safe school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.

The Superintendent or designee  shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including

discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

### **Record-Keeping**

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

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**Policy 5145.3: Nondiscrimination/Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 05/20/2014

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

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

(cf. 6164.6 - Identification and Education Under Section 504)

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1330 - Use of Facilities)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board

policy, or administrative regulation shall be subject to appropriate consequence or discipline. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

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**Regulation 5145.3: Nondiscrimination/Harassment**

Status: ADOPTED

Original Adopted Date: 09/01/2016 | Last Revised Date: 12/14/2021 | Last Reviewed Date: 07/01/2020

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Educational Services Director

1018 C Street, Suite 210, Galt CA 95632

209-744-4545 ext. 304

dwhitlock@galt.k12.ca.us

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications
2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)
  - a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address
  - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of

## Education's Office for Civil Rights (OCR)

- c. A description of how to file a complaint of noncompliance under Title IX, which shall include:
    - i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
    - ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
    - iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
  - d. A link to the Title IX information included on the California Department of Education's (CDE) web site
5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)
  6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.
  7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.
  8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

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 nondiscrimination 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 information for parents/guardians with limited English proficiency.
  9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.
  10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
  11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

## Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment
5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

### Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with AR 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

### Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

*Gender identity of a student* means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

*Gender expression* means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

*Gender transition* refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

*Gender-nonconforming student* means a student whose gender expression differs from stereotypical expectations.

*Intersex student* means a student with natural bodily variations in anatomy, hormones, chromosomes, and other traits

that differ from expectations generally associated with female and male bodies.

*Nonbinary student* means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether or not the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

*Transgender student* means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity
2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to the student's gender identity
4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent
6. Using gender-specific slurs
7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against intersex, nonbinary, transgender, and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's gender identity, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that intersex, nonbinary, transgender, and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information. The district shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.

The district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the

employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's intersex, nonbinary, transgender, or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.
5. **Student Records:** Upon each student's enrollment, the district is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name.

A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061)

However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards, and school identification.

6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district

personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.
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**Regulation 5145.3: Nondiscrimination/Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 05/20/2014

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying and to answer inquiries regarding the district's nondiscrimination policies: (Education Code 234.1; 5 CCR 4621)

Director of Educational Services, Galt Joint Union ESD

1018 C St., Suite 210

Galt, CA 95632

(209)-744-4555, extension 303

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

To prevent discrimination, harassment, intimidation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Provide to employees, volunteers, and parents/guardians training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, harassment, intimidation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy and of the opportunity to inform the Coordinator whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Coordinator shall meet with the student and/or parent/guardian to determine how best to accommodate the student.

(cf. 5145.6 - Parental Notifications)

4. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. When 15 percent or more of a school's students speak a single primary language other than English, translate the nondiscrimination policy, related complaint procedures, and all forms for use in the complaint process into that other language. (Education Code 234.1, 48985)

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of discrimination, harassment, intimidation, or bullying against a student is required to intervene if it is safe to do so.

(Education Code 234.1)

7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate accommodation(s) to protect students' privacy rights and ensure their safety from threatened or potentially harassing, intimidating, or discriminatory behavior.

#### Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

#### Transgender and Gender-Nonconforming Students

Gender identity means a person's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

Gender expression means a person's gender-related appearance and behavior, whether or not stereotypically associated with the person's assigned sex at birth. (Education Code 210.7)

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior consent, except when the disclosure is otherwise required by law or is necessary to preserve the student's physical or mental well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the Coordinator for Nondiscrimination. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to law or district policy, and shall inform the student that it may be impossible to accommodate the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the Coordinator, the employee shall do so within three school days.

As appropriate, the Coordinator shall discuss with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. Any decision to disclose the student's status to others shall be based on the student's best interest.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The Coordinator shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the Coordinator shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.

3. Addressing a Student's Transition Needs: The Coordinator shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Coordinator shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it.

4. Accessibility to Sex-segregated Facilities, Programs, and Activities: The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural and intramural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. However, a student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

5. Any grievance regarding item #1-4 above shall be filed in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

6. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

7. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

8. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

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## GUIDESHEET

- 1) Comparison document of old and new policy/regulation
  - Yellow = replacements
  - Blue = insertions
  - Red = deletions
- 2) GJUESD current policy

### **Board Policy 5145.7 Sexual Harassment**

Policy updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's uniform complaint procedures (UCP) in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant.

### **Administrative Regulation 5145.7 Sexual Harassment**

Regulation updated to add section on "Definitions," including the federal definition of sexual harassment for purposes of applying the Title IX complaint procedures. Section identifying the Title IX Coordinator(s) moved and revised to reference CSBA's AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" adds requirement to notify students and parents/guardians that the district does not discriminate on the basis of sex and that inquiries about the application of Title IX may be referred to the Title IX Coordinator or the U.S. Department of Education; deletes requirement to provide contact information of the Title IX Coordinator to employees, bargaining units, and job applicants which is addressed in AR 4119.11/4219.11/4319.11 - Sexual Harassment; and reflects **NEW LAW (AB 34, 2019)** which requires districts to post the definition of sex discrimination and harassment in a prominent location on the district's web site.

**Policy 5145.7: Sexual Harassment**

Status: ADOPTED

Original Adopted Date: 03/01/2012 | Last Revised Date: 10/01/2020 | Last Reviewed Date: 10/01/2020

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

**Instruction/Information**

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

### **Disciplinary Actions**

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

### **Record-Keeping**

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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**Policy 5145.7: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 04/28/2010

The Governing Board is committed to maintaining an educational environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students by other students, employees, or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against persons who complain, testify, assist, or otherwise participate in district complaint processes.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

**Instruction/Information**

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

**Complaint Process**

Any student who feels that he/she is being or has been sexually harassed by a school employee, another student, or a non-employee on school grounds or at a school-related activity (e.g., a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

**Disciplinary Actions**

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-8, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5131 - Conduct)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

#### Confidentiality and Record-Keeping

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

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

(cf. 5125 - Student Records)

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in the schools.

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**Regulation 5145.7: Sexual Harassment**

Status: ADOPTED

Original Adopted Date: 10/01/2014 | Last Revised Date: 10/01/2020 | Last Reviewed Date: 10/01/2020

**Definitions**

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

**Examples of Sexual Harassment**

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body

8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

#### **Title IX Coordinator/Compliance Officer**

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

#### **Educational Services Director**

1018 C Street, Suite 210, Galt CA 95632

209-744-4545 ext. 304

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

#### **Notifications**

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)
5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules,

regulations, procedures, and standards of conduct (Education Code 231.5)

7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

### **Reporting Complaints**

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

### **Complaint Procedures**

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

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**Regulation 5145.7: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 04/28/2010

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects

**School-Level Complaint Process/Grievance Procedure**

1. Notice and Receipt of Complaint: Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to the site administrator. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the site administrator, whether or not the victim files a complaint.

In any case of sexual harassment involving the site administrator to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.

2. Initiation of Investigation: The site administrator shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.

If the site administrator receives an anonymous complaint or media report about alleged sexual harassment, he/she shall consider the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment in determining whether it is reasonable to pursue an investigation.

3. Initial Interview with Student: When a student or parent/guardian has complained or provided information about sexual harassment, the site administrator shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.

4. Investigation Process: The site administrator shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

The site administrator shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The site administrator may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.

When necessary to carry out his/her investigation or to protect student safety, the site administrator also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth, law enforcement and/or child protective services, and district legal counsel or the district's risk manager.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

5. Interim Measures: The site administrator shall determine whether interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.

6. Optional Mediation: In cases of student-to-student harassment, when the student who complained and the alleged harasser so agree, the site administrator may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.

7. Factors in Reaching a Determination: In reaching a decision about the complaint, the Site administrator may take into account:

- a. Statements made by the persons identified above
- b. The details and consistency of each person's account
- c. Evidence of how the complaining student reacted to the incident
- d. Evidence of any past instances of harassment by the alleged harasser
- e. Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the site administrator may take into consideration:

- a. How the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct
- c. The identity, age, and sex of the harasser and the student who complained, and the relationship between them
- d. The number of persons engaged in the harassing conduct and at whom the harassment 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 students

8. Written Report on Findings and Follow-Up: No more than 30 days after receiving the complaint, the site administrator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the site administrator shall notify the student who complained and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If sexual harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents/guardians of the student who complained and the student who was accused, and the Superintendent or designee.

In addition, the site administrator shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. The site administrator shall also make follow-up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

#### Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism, Theft, and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Disseminating and/or summarizing the district's policy and regulation regarding sexual harassment

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to parents/guardians and the community

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action

In addition, disciplinary measures may be taken against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

#### Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district

rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

5. Be included in the student handbook

6. Be provided to employees and employee organizations

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## **GUIDESHEET**

### **AR/E 5145.71 Title IX Sexual Harassment Complaint Procedures**

- 1) CSBA recommended AR/E
- 2) GJUESD current policy

#### **Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures**

Regulation updated to clarify that a sexual harassment complaint that is dismissed or denied under Title IX may still be subject to review under the district's UCP and thus the two procedures should be implemented concurrently in order to meet the applicable timelines. Regulation also updated to clarify that the applicability of the Title IX sexual harassment complaint procedures is limited to conduct that allegedly occurs in an education program or activity over which the district exercises control; add optional language providing that an employee must forward a report of sexual harassment to the Title IX Coordinator within one day, consistent with AR 5145.7 - Sexual Harassment; revise the timeframe for concluding the complaint process from 45 to 60 days to align with requirements of the UCP; reflect the right to appeal the district's decision to the California Department of Education consistent with the UCP or to pursue civil law remedies; and add the requirement to maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment.

- No current AR

#### **Exhibit 5145.71 - Title IX Sexual Harassment Complaint Procedures**

New exhibit presents a sample of the required notification to students and parents/guardians regarding the district's Title IX sexual harassment policy, the district's Title IX coordinator, and grievance procedures pursuant to 34 CFR 106.8.

- No current exhibit



**Regulation 5145.71: Title IX Sexual Harassment Complaint Procedures**

**Status:** ADOPTED

**Original Adopted Date:** 07/01/2020 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

### **Reporting Allegations/Filing a Formal Complaint**

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### **Supportive Measures**

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment

or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### **Emergency Removal from School**

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

### **Dismissal of Complaint**

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

### **Informal Resolution Process**

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

### **Written Notice**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

### **Investigation Procedures**

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

### **Written Decision**

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

### **Appeals**

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the

outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

### **Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### **Corrective/Disciplinary Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support

5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

### **Record-Keeping**

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
  2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
  3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.
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**NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels and their parents/guardians:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

Educational Services Director  
1018 C Street, Suite 210, Galt CA 95632  
209-744-4545 ext. 304  
dwhitlock@galt.k12.ca.us

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [www.galt.k12.ca.us](http://www.galt.k12.ca.us)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: [superintendent@galt.k12.ca.us](mailto:superintendent@galt.k12.ca.us)

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.275</b> Board Consideration of Approval of Revised 2021-2022 School Calendar
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

Board Consideration of Approval of REVISED 2021-2022 School Calendar

Juneteenth National Independence Day (June 19<sup>th</sup>) became an official Federal holiday on June 19, 2021.

On June 19, 1865, more than 2 years after President Lincoln signed the Emancipation Proclamation — enslaved Americans in Galveston, Texas, finally received word that they were free from bondage. As those who were formerly enslaved were recognized for the first time as citizens, Juneteenth has been commemorated with celebrations across the country ever since.

The 2021-2022 school calendar is being revised to add this holiday. All schools and offices will be closed on Monday, June 20, 2022 in observance of the holiday.

Board approval is recommended.

Fiscal Impact: \$38,545



# Galt Joint Union Elementary School District

## 2021-2022 SCHOOL CALENDAR

Board Approved on:

July-21						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
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August-21						
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September-21						
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October-21						
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November-21						
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December-21						
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January-22						
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February-22						
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March-22						
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April-22						
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May-22						
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June-22						
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
 New Teacher Work Days-August 12 & 13

 Teacher Work Days - August 16, 17, & 18


 Professional Development - September 7  
October 11, & March 7

 First Day of School - August 19, 2021

 Last Day of School - June 9, 2022 (Minimum Day)

 Minimum Days - Oct. 7 & 8, Nov. 10,  
Nov. 29-Dec. 3, Dec. 17, March 4

 Legal Holidays - July 5, Sept. 6, Nov. 11, Nov. 25,  
Dec. 24, Jan. 1, Jan. 17, Feb. 18 & 21,  
April 17, May 30, & June 20

 School not in session - Nov. 12, Nov. 22-26,  
Dec. 20-31, April 11-18

**Galt Joint Union Elementary School District  
2021-2022 SCHOOL CALENDAR**

**School Sites & District Office**

District Office  
1018 C Street, Suite 210  
Galt, CA 95632  
(209) 744-4545

Fairsite Preschool  
902 Caroline Street  
Galt, CA 95632  
(209) 745-2506

Lake Canyon Elementary School  
800 Lake Canyon Avenue  
Galt, CA 95632  
(209) 744-5200

Marengo Ranch Elementary School  
1000 Elk Hills Drive  
Galt, CA 95632  
(209) 745-5470

Robert L. McCaffrey Middle School  
997 Park Terrace Drive  
Galt, CA 95632  
(209) 745-5462

River Oaks Elementary School  
905 Vintage Oak Avenue  
Galt, CA 95632  
(209) 745-4614

Valley Oaks Elementary School  
21 C Street  
Galt, CA 95632  
(209) 745-1564

Vernon E. Greer Elementary School  
248 West A Street  
Galt, CA 95632  
(209) 7452641

**Dates To Remember**

August 12 & 13, 2021  
August 16-18, 2021  
August 19, 2021  
September 6, 2021  
September 7, 2021  
October 7 & 8, 2021  
October 11, 2021  
November 10, 2021  
November 11, 2021  
November 12, 2021  
November 22-26, 2021  
November 29-December 3, 2021  
December 17, 2021  
December 20-31, 2021  
January 17, 2022  
February 18, 2022  
February 21, 2022  
March 4, 2022  
March 7, 2022  
April 11-18, 2022  
May 30, 2022  
June 9, 2022  
June 9, 2022  
June 20, 2022

New Teacher Workdays  
Teacher Workdays  
First Day of School  
Labor Day - School Not in Session  
Professional Dev. Day - School Not in Session  
Minimum Days (Grades 1st-8th)  
Professional Dev. Day - School Not in Session  
End of 1st Trimester - Minimum Day (Grades TK-8th)  
Veterans Day observance - School Not in Session  
Non-Work Day - School Not in Session  
Thanksgiving Break - School Not in Session  
Parent Conferences - Minimum Days (Grades 1st-8th)  
Minimum Day (Grades 1st-8th)  
Winter Break  
Martin Luther King Jr. Day - School Not in Session  
Lincoln's Birthday - School Not in Session  
School Not in Session  
End of 2nd Trimester - Minimum Day (Grades TK-8th)  
Professional Dev. Day - School Not in Session  
Spring Break  
Memorial Day - School Not in Session  
End of 3rd Trimester  
Last Day of School - Minimum Day (Grades TK-8th)  
Juneteenth National Independence Day observance



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> January 26, 2022	<b>Agenda Item: 212.276</b> Board Consideration of Approval of 2022-2023 School Calendar
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

Board Consideration of Approval of 2022-2023 School Calendar

In collaboration with GEFA and consultation with CSEA, a calendar for the 2022-2023 school year has been drafted for your review. The tentative calendar has been approved by GEFA union membership.

The tentative calendar includes the following:

1. Start date of Thursday, August 11th
2. Three professional development days
3. Two minimum days for progress monitoring
4. Five minimum days for parent conferences
5. End date of Wednesday, May 31st

The calendar also reflects two new teacher training days and three professional development days for all teachers- all taking place prior to the first day of school.

Board approval is recommended.

# Galt Joint Union Elementary School District

## 2022-2023 SCHOOL CALENDAR

Board Approved on:

July-22						
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August-22						
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September-22						
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October-22						
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November-22						
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December-22						
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January-23						
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February-23						
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March-23						
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April-23						
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May-23						
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June-23						
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25	26	27	28	29	30	


 New Teacher Work Days-August 4 & 5


 Teacher Work Days - August 8, 9, & 10

 Professional Development - October 10 & 11, & March 6


 First Day of School - August 11, 2022

 Last Day of School - May 31, 2023 (Minimum Day)

 Minimum Days - Oct. 6 & 7, Nov. 4, Nov. 28-Dec. 2, Dec. 16, Feb. 24, & March 4

 Legal Holidays - July 4, Sept. 5, Nov. 11, Nov. 24, Dec. 26, Jan. 2, Jan. 16,

Feb. 17 & 20, May 29, & June 19

 School not in session - Nov. 21-25, Dec. 19-30, April 3-7

**Galt Joint Union Elementary School District  
2022-2023 SCHOOL CALENDAR**

**School Sites & District Office**

District Office  
1018 C Street, Suite 210  
Galt, CA 95632  
(209) 744-4545

Fairsite Preschool  
902 Caroline Street  
Galt, CA 95632  
(209) 745-2506

Lake Canyon Elementary School  
800 Lake Canyon Avenue  
Galt, CA 95632  
(209) 744-5200

Marengo Ranch Elementary School  
1000 Elk Hills Drive  
Galt, CA 95632  
(209) 745-5470

Robert L. McCaffrey Middle School  
997 Park Terrace Drive  
Galt, CA 95632  
(209) 745-5462

River Oaks Elementary School  
905 Vintage Oak Avenue  
Galt, CA 95632  
(209) 745-4614

Valley Oaks Elementary School  
21 C Street  
Galt, CA 95632  
(209) 745-1564

Vernon E. Greer Elementary School  
248 West A Street  
Galt, CA 95632  
(209) 7452641

**Dates To Remember**

August 4 & 5, 2022	New Teacher Workdays
August 8-10, 2022	Teacher Workdays
August 11, 2022	First Day of School
September 5, 2022	Labor Day - School Not in Session
October 6 & 7, 2022	Minimum Days (Grades 1st-8th)
October 10 & 11, 2022	Professional Development Day - School Not in Session
November 4, 2022	End of 1st Trimester - Minimum Day (Grades TK-8th)
November 11, 2022	Veterans Day observance - School Not in Session
November 21-25, 2022	Thanksgiving Break - School Not in Session
November 28 - December 2, 2022	Parent Conferences - Minimum Days (Grades 1st-8th)
December 16, 2022	Minimum Day (Grades 1st-8th)
December 19 - January 2, 2023	Winter Break
January 16, 2023	Martin Luther King Jr. Day - School Not in Session
February 17, 2023	Lincoln's Birthday - School Not in Session
February 20, 2023	School Not in Session
February 24, 2023	End of 2nd Trimester - Minimum Day (Grades TK-8th)
March 6, 2023	Professional Development Day - School Not in Session
April 3-7, 2023	Spring Break
May 29, 2023	Memorial Day - School Not in Session
May 31, 2023	End of 3rd Trimester
May 31, 2023	Last Day of School - Minimum Day (Grades TK-8th)
June 19, 2023	Juneteenth National Independence Day observance