

Galt Joint Union Elementary School District Board of Education

"Building a Bright Future for All Learners"

Regular Board Meeting

November 16, 2022

6:00 p.m. Closed Session

7:00 p.m. Open Session

Galt City Hall Chamber

380 Civic Drive, Galt, CA 95632

To Join Remotely Via Zoom

<https://galt-k12-ca.zoom.us/j/87221581088>

Or One tap mobile :

US: +16694449171,,87221581088# or

+16699006833,,87221581088#

Webinar ID: 872 2158 1088

Or Telephone:

408-638-0968

AGENDA

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

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

Board of Education Meetings are recorded.

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

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

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957
 - Superintendent
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
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. Recognition

1. Thomas Silva, Board President
2. Grace Malson, Vice President

F. Public Comments for topics not on the agenda

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

G. Reports

LCAP GOAL 1

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

1. Smarter Balanced Assessment Consortium (SBAC) State Release
2. Measures of Academic Progress (MAP)

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 District Properties
 - 1) Jeff Jennings Site
 - 2) Maintenance Operations Transportation (MOT)

H. Routine Matters/New Business

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

MOTION

b. Minutes

- October 19, 2022 Regular Board Meeting

c. Payment of Warrants

- Vendor Warrants: 23376388-23376439; 23377748-23377831; 23379191-23379264; 23380461-23380536; 23381171-23381236
- Payroll Warrants: 10/31/22

- d. Personnel
 - Resignations/Retirements
 - Leave of Absence Requests
 - New Hires/Reclassifications
- e. Donations
- f. Master Contract for Non-Public Schools and Agencies: Soliant

212.382	Consent Calendar (Continued) – Items Removed for Later Consideration	MOTION
212.383	Public Notice From California School Employees Association (CSEA) and its Galt Elementary Chapter #362 [PUBLIC NOTICE/"SUNSHINE"] to the Galt Joint Union Elementary School District for 2022/2023 <ol style="list-style-type: none"> 1. Article 8 Employee Performance Evaluations 2. Article 10 Transfer 3. Article 15 Transportation 4. Article 18 Professional Growth Program 5. Article 19 Fringe Benefits 6. Article 20 Wages 7. Article 21 Duration 8. Article 23 Yard Supervisors 9. Article 26 Shoe Stipend 	PUBLIC NOTICE
212.384	Board Consideration of Substitute Teacher Pay Rate Increase	MOTION
212.385	Board Consideration to Establish December 14, 2022 at 7:00 p.m. at the Galt City Hall Chamber as the Galt Joint Union Elementary School District Board of Education Annual Organizational Meeting and Regular Monthly Meeting per Education Code §35143	MOTION
212.386	First Reading of Board Policies, Administrative Regulations, and Bylaw <u>Superintendent</u> <ol style="list-style-type: none"> 1. BP/AR 4118 – Dismissal/Suspension/Disciplinary Action 2. BP/AR 4218 Dismissal/Suspension/Disciplinary Action 3. BP 4119.1/4219.1/4319.1 – Civil and Legal Rights 4. BP/AR 7150 – Site Selection and Development 5. BB 9100 – Organization <u>Educational Services</u> <ol style="list-style-type: none"> 6. BP/AR 6158 – Independent Study 7. BP 6164.2 – Guidance/Counseling Services 8. BP/AR 5141.21 – Administering Medication And Monitoring Health Conditions <u>Curriculum</u> <ol style="list-style-type: none"> 9. BP 4140/4240 – Bargaining Units 	FIRST READING

I. Public Comments for topics not on the agenda

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

J. Pending Agenda Items

K. Adjournment

The next regular/organizational meeting of the GJUESD Board of Education: To Be Determined

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

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



Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: Closed Session
Presenter: Lois Yount	Action Item: Information Item: XX
<ol style="list-style-type: none">1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957<ul style="list-style-type: none">▪ Superintendent2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §549573. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz<ul style="list-style-type: none">▪ Employee Agency: (GEFA) Galt Elementary Faculty Association▪ Employee Agency: (CSEA) California School Employee Association▪ Non-Represented Employees	



Revised February 9, 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.
5. To make a public comment in person, complete a public comment form indicating the item you would like to address and give it to the board meeting assistant.

Email Public Comment

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

BOARD VOTE AND CONNECTIVITY

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

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





Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: Recognition
Presenter: Lois Yount	Action Item: Information Item: XX
<p>1. Thomas Silva, Board President Appointed to the Board: November 6, 2018</p> <p>Mr. Silva has served the GJUESD for four years.</p> <p>2. Grace Malson, Vice President Appointed to the Board: December 14, 2011, December 12, 2012, December 10, 2014, and December 12, 2018</p> <p>Ms. Malson has served the GJUESD for 11 years.</p>	



Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: Reports
Presenter: Lois Yount	Action Item: Information Item: XX

LCAP GOAL 1

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

1. Smarter Balanced Assessment Consortium (SBAC) State Release
2. Measures of Academic Progress (MAP)

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 District Properties
 1. Jeff Jennings Site
 2. Maintenance Operations Transportation (MOT)



LCAP GOAL 1

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. Smarter Balanced Assessment Consortium (SBAC) State Release

Lois Yount, Superintendent and Claudia Del Toro-Anguiano, Curriculum Director

2. Measures of Academic Progress (MAP)

Claudia Del Toro-Anguiano, Curriculum Director



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

November 7, 2022

The 2022 state's standardized test scores, Smarter Balanced were released on October 24th. Students in grades 3-8 take the Smarter Balanced assessments in English language arts and math each spring. Due to the pandemic and school closures, students were not required to take these assessments since the spring of 2019. The state and many educational leaders are comparing the 2019 scores to scores in 2022. *"The results of the different tests cannot be compared, but point to the same conclusion: COVID severely set back progress nationally and in California, indicating it will take extra resources and attention, and probably several years, to recover from the impact."* (EdSource)

Links to test results: [Smarter Balanced Test Results](#) and [State Testing Website](#)

How did students in GJUESD perform on these state tests? Our students did as well as the state in English language arts and outperformed the state in math. The tables below show the change in the percentage of students meeting or exceeding state standards. Given the teaching and learning conditions for students and staff during the pandemic, we are optimistic about these test scores. We attribute these results to our district's dedicated, caring teachers and support staff.

How are we supporting student learning loss? We still have much work to get students to perform higher than pre-pandemic levels. Some of our actions to meet our growth goals include:

- Social and emotional support for students.
- Expanding learning opportunities after school.
- Targeted small group instruction for acceleration and intervention.
- Data analysis of local and common assessments that support planning and instruction.
- Strengthening teacher collaboration and support through Professional Learning Communities.
- Providing professional learning opportunities for teachers and support staff.
- Attracting and retaining high-quality staff.

English Language Arts: Percentage of Students Meeting or Exceeding State Standards

State/District/School	English: Standard Met or Exceeded 2019	English: Standard Met or Exceeded 2022	English: Percentage Change
State of California	50.87%	47.06%	-3.81%
Galt Joint Union Elementary School	50.13%	46.99%	-3.14%
McCaffrey Middle	49.05%	51.41%	+2.36%
Marengo Ranch Elementary	55.25%	53.7%	-1.55%
River Oaks Elementary	57.14%	48.21%	-8.93%
Lake Canyon Elementary	56.23%	48.85%	-7.38%
Valley Oaks Elementary	36.94%	31.06%	-5.88%
Greer Elementary	49.23%	41.11%	-8.12%

Math: Percentage of Students Meeting or Exceeding State Standards

State/District/School	Math: Standard Met or Exceeded 2019	Math: Standard Met or Exceeded 2022	Math: Percentage Change
State of California	39.73%	33.38%	-6.35%
Galt Joint Union Elementary School	40.95%	35.49%	-5.46%
McCaffrey Middle	37.26%	31.92%	-5.34%
Marengo Ranch Elementary	38.85%	42.63%	+3.78%
River Oaks Elementary	54.37%	42.48%	-11.89%
Lake Canyon Elementary	47.94%	39.67%	-8.27%
Valley Oaks Elementary	30.65%	24.67%	-5.98%
Greer Elementary	44.4%	35.97%	-8.43%

Measures of Academic Progress Data Sets

Fall 2022 Board Report

Key question: What percent of students scored at/above the 60th percentile?

Target: 5% growth from winter to winter

READING			
District	Winter 2022	Fall 2022	Winter Goal 2023
Grade 2	34%	45%	39%
Grade 3	42%	52%	47%
Grade 4	46%	48%	51%
Grade 5	34%	41%	39%
Grade 6	46%	47%	51%
Grade 7	41%	38%	46%
Grade 8	41%	40%	46%

MATH			
District	Winter 2022	Fall 2022	Winter Goal 2023
Grade 2	25%	48%	30%
Grade 3	40%	47%	45%
Grade 4	42%	37%	47%
Grade 5	31%	30%	36%
Grade 6	32%	30%	37%
Grade 7	29%	35%	34%
Grade 8	35%	39%	40%

Greer Elementary

READING			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	36%	40%	41%
Grade 3	41%	57%	46%
Grade 4	44%	49%	49%
Grade 5	33%	38%	38%
Grade 6	54%	62%	59%

MATH			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	29%	45%	34%
Grade 3	39%	46%	41%
Grade 4	38%	40%	43%
Grade 5	34%	27%	39%
Grade 6	40%	36%	45%

Lake Canyon Elementary

READING			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	24%	33%	29%
Grade 3	35%	51%	40%
Grade 4	50%	50%	55%
Grade 5	40%	46%	45%
Grade 6	45%	44%	50%

MATH			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	19%	42%	24%
Grade 3	48%	46%	53%
Grade 4	42%	53%	47%
Grade 5	36%	35%	41%
Grade 6	40%	33%	45%

Marengo Ranch Elementary

READING			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	33%	54%	38%
Grade 3	39%	51%	44%
Grade 4	53%	58%	58%
Grade 5	41%	55%	46%
Grade 6	47%	55%	52%

MATH			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	20%	54%	25%
Grade 3	30%	47%	35%
Grade 4	53%	42%	58%
Grade 5	37%	40%	42%
Grade 6	34%	33%	39%

River Oaks Elementary

READING			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	52%	57%	57%
Grade 3	63%	56%	68%
Grade 4	47%	42%	52%
Grade 5	40%	45%	45%
Grade 6	57%	43%	62%

MATH			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	39%	51%	44%
Grade 3	49%	60%	54%
Grade 4	44%	26%	49%
Grade 5	30%	33%	35%
Grade 6	38%	30%	43%

Valley Oaks Elementary

READING			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	26%	46%	31%
Grade 3	28%	46%	33%
Grade 4	38%	39%	43%
Grade 5	18%	20%	23%
Grade 6	33%	39%	38%

MATH			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 2	20%	49%	25%
Grade 3	26%	35%	31%
Grade 4	31%	25%	36%
Grade 5	16%	14%	21%
Grade 6	14%	21%	19%

McCaffrey Middle

READING			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 7	41%	38%	46%
Grade 8	41%	40%	46%

MATH			
	Winter 2022	Fall 2022	Goal Winter 2023
Grade 7	29%	35%	34%
Grade 8	35%	39%	40%

Report: Disaggregated Data on Measures of Academic Progress, Fall 2022

Measures of Academic Progress (MAP) data is used to monitor how well students are moving towards grade level standards. Last month, we shared with you the Fall 2022 MAP results in the areas of reading and math.

The MAP data presented last month included results based on the percentage of students who met/exceeded the 60th percentile by school and grade level for reading and math. Below are data sets (MAP Fall 2022) disaggregated by student groups.

Key Question: How well are all student groups moving towards grade level standards?

Reading	All	White	Latino	Economically Disadvantaged	Students w/Disabilities	English Learners	Redesignated English Proficient
District	43%	54%	37%	35%	22%	16%	61%
Greer	48%	61%	39%	41%	44%	16%	70%
Lake	44%	55%	34%	32%	18%	13%	72%
Marengo	51%	57%	46%	44%	37%	24%	80%
River	45%	58%	36%	39%	23%	14%	76%
Valley	37%	37%	36%	35%	13%	23%	81%
McCaffrey	39%	48%	33%	29%	7%	6%	47%

Math	All	White	Latino	Economically Disadvantaged	Students w/Disabilities	English Learners	Redesignated English Proficient
District	38%	50%	30%	30%	18%	15%	48%
Greer	40%	56%	32%	34%	26%	13%	55%
Lake	41%	53%	30%	32%	14%	15%	56%
Marengo	41%	51%	35%	33%	33%	11%	50%
River	39%	49%	28%	30%	13%	14%	53%
Valley	28%	33%	27%	28%	16%	10%	47%
McCaffrey	37%	49%	30%	30%	7%	9%	43%

We will use multiple measures to identify strengths, challenges and areas needing improvement for grade levels and student groups. All administrative teams will be asked to analyze the end of the trimester data, in conjunction with last year's SBAC and ELPAC scores, to identify a plan on how to best move forward in closing performance gaps.

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	All Students						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
READING							
All Students	43%	48%	44%	51%	45%	37%	39%
By Grade							
1	35%	43%	37%	33%	26%	36%	
2	45%	40%	32%	54%	57%	46%	
3	52%	57%	51%	51%	56%	46%	
4	48%	49%	50%	58%	42%	39%	
5	41%	38%	46%	55%	45%	20%	
6	47%	62%	43%	55%	43%	39%	
7	38%						38%
8	40%						40%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	Hispanic or Latino						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
READING							
All Students	37%	39%	34%	46%	36%	36%	33%
By Grade							
1	29%	36%	26%	28%	21%	31%	
2	38%	26%	21%	52%	47%	47%	
3	46%	51%	40%	49%	47%	47%	
4	40%	37%	41%	50%	33%	38%	
5	33%	35%	35%	49%	31%	22%	
6	42%	56%	37%	48%	38%	39%	
7	31%						31%
8	35%						35%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	White						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
READING							
All Students	54%	61%	55%	57%	58%	37%	48%
By Grade							
1	51%	61%	47%	45%	47%	50%	
2	60%	64%	53%	57%	73%	29%	
3	61%	63%	61%	56%	65%	50%	
4	57%	62%	57%	67%	50%	42%	
5	57%	50%	67%	63%	57%	0%	
6	50%	68%	43%	50%	50%	36%	
7	50%						50%
8	47%						47%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	Economically Disadvantaged						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
READING							
All Students	35%	41%	32%	44%	39%	35%	29%
By Grade							
1	28%	40%	23%	30%	18%	27%	
2	39%	21%	17%	58%	56%	47%	
3	42%	46%	29%	47%	43%	44%	
4	41%	43%	53%	44%	38%	34%	
5	32%	37%	36%	38%	41%	18%	
6	42%	61%	34%	45%	39%	39%	
7	31%						31%
8	28%						28%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	Students with Disabilities						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
READING							
All Students	22%	44%	18%	37%	23%	13%	7%
By Grade							
1	33%	50%	60%	13%	0%	38%	
2	27%	60%	0%	33%	33%	0%	
3	30%	50%	10%	45%	33%	14%	
4	24%	29%	38%	33%	10%	14%	
5	29%	50%	11%	50%	40%	11%	
6	7%	0%	0%	50%	0%	0%	
7	15%						15%
8	0%						0%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	English Learners						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
READING							
All Students	16%	16%	13%	24%	14%	23%	6%
By Grade							
1	15%	0%	25%	25%	5%	24%	
2	24%	11%	9%	40%	25%	32%	
3	28%	25%	18%	23%	18%	39%	
4	25%	38%	20%	40%	15%	21%	
5	12%	0%	13%	15%	20%	10%	
6	9%	0%	0%	0%	0%	15%	
7	9%						9%
8	0%						0%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	RFEP						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
READING							
All Students	61%	70%	72%	80%	76%	81%	47%
By Grade							
1	100%	100%	n/a	100%	n/a	n/a	
2	100%	100%	n/a	100%	100%	100%	
3	85%	67%	100%	100%	100%	75%	
4	63%	33%	100%	0%	83%	100%	
5	78%	67%	100%	100%	73%	60%	
6	72%	82%	53%	78%	60%	83%	
7	52%						52%
8	43%						43%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	All Students						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
MATHEMATICS							
All Students	38%	40%	41%	41%	39%	28%	37%
By Grade							
1	36%	46%	39%	33%	31%	29%	
2	48%	45%	42%	54%	51%	49%	
3	47%	46%	46%	47%	60%	35%	
4	37%	39%	53%	42%	26%	25%	
5	30%	27%	35%	40%	33%	14%	
6	30%	36%	33%	33%	30%	21%	
7	35%						35%
8	39%						39%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	Hispanic or Latino						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
MATHEMATICS							
All Students	30%	32%	30%	35%	28%	27%	30%
By Grade							
1	29%	34%	31%	19%	30%	29%	
2	41%	36%	32%	48%	47%	45%	
3	40%	45%	30%	43%	52%	33%	
4	27%	28%	38%	36%	14%	25%	
5	21%	23%	22%	37%	13%	15%	
6	22%	20%	31%	24%	15%	19%	
7	27%						27%
8	33%						33%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	White						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
MATHEMATICS							
All Students	50%	56%	53%	51%	49%	33%	49%
By Grade							
1	56%	71%	53%	59%	39%	38%	
2	61%	67%	50%	62%	59%	71%	
3	60%	50%	58%	69%	65%	50%	
4	49%	56%	61%	48%	42%	25%	
5	46%	40%	62%	47%	45%	0%	
6	37%	42%	36%	36%	43%	18%	
7	48%						48%
8	49%						49%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	Economically Disadvantaged						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
MATHEMATICS							
All Students	30%	34%	32%	33%	30%	28%	30%
By Grade							
1	30%	42%	32%	26%	24%	24%	
2	40%	34%	32%	46%	37%	48%	
3	39%	39%	29%	47%	46%	37%	
4	30%	31%	50%	29%	18%	26%	
5	22%	23%	25%	27%	22%	16%	
6	23%	27%	24%	24%	19%	21%	
7	28%						28%
8	33%						33%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	Students with Disabilities						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
MATHEMATICS							
All Students	18%	26%	14%	33%	13%	16%	7%
By Grade							
1	26%	50%	40%	0%	0%	43%	
2	23%	40%	0%	33%	22%	25%	
3	27%	29%	10%	45%	33%	14%	
4	15%	0%	25%	50%	0%	14%	
5	21%	50%	11%	38%	20%	11%	
6	4%	0%	0%	25%	0%	0%	
7	5%						5%
8	8%						8%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	English Learners						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
MATHEMATICS							
All Students	15%	13%	15%	11%	14%	10%	9%
By Grade							
1	15%	7%	50%	0%	11%	20%	
2	33%	22%	27%	40%	25%	41%	
3	24%	13%	18%	23%	18%	34%	
4	10%	13%	10%	0%	15%	7%	
5	10%	13%	6%	0%	13%	12%	
6	2%	0%	0%	0%	0%	3%	
7	10%						10%
8	7%						7%

2022 Fall MAP Results by Subgroup <i>Percent of Students Scoring at or Above the 60th Percentile</i>	RFEP						
	District	Greer	Lake Canyon	Marengo Ranch	River Oaks	Valley Oaks	McCaffrey
MATHEMATICS							
All Students	48%	55%	56%	50%	53%	47%	43%
By Grade							
1	75%	100%	n/a	50%	n/a	n/a	
2	100%	100%	n/a	100%	100%	100%	
3	85%	100%	100%	100%	100%	50%	
4	58%	50%	100%	0%	67%	50%	
5	50%	56%	50%	100%	36%	20%	
6	38%	27%	47%	22%	30%	48%	
7	44%						44%
8	43%						43%



LCAP GOAL 2

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

Nick Svoboda, Food & Nutrition Supervisor

Galt Food & Nutrition

Participation and Application Process

November 16, 2022

Student Meals Participation

Breakfast

September 2021: 8,568

September 2022: 12,972

Breakfast participation
increased by 4,404 meals

Daily average of 618 meals

51.4% increase

Lunch

September 2021: 43,747

September 2022: 50,979

Lunch participation increased by
7,232 meals

Daily average of 2,428 meals

16.53% increase

FNS Meal Applications

As of October 5th, Census day, ALL applications received by FNS were processed.

Income Applications for Provision II Site

- Marengo Ranch had 100% of students that submitted an application.
- We are currently reaching out to the families of the 6% which are considered incomplete due to missing information.

Data Collection Forms

- All other sites we received approximately 90% of the forms from students. With many classes submitting 95%-100%.
- 4% are considered incomplete.
- Many families know they will not qualify for the program and will leave the income blank. Which is technically incomplete.

Ice Cream Cups

- All students having submitted a completed form have been sent an ice cream coupon. Teachers in classrooms which submitted 90% or more of the forms received coupons for the whole class.

New and Inventive

Universal Meals

All sites serve breakfast lunch and supper, including Fairsite

Lunch Buddy Meals

22-23 Lunch Buddies are now a daily offering of deli sandwich, fruit, veggie, and milk. Students may choose a fruit, milk, and grain item with the home packed meal or they may choose the sandwich over the offered entrée. “Personalized Meal Options”

Breakfast Protein

Breakfast choices have expanded to include some “Lunch for Breakfast” items. We offer the Awaken Breakfast Burger, Grilled Cheese, Cheese bread, and a cheese stick with grain items.

Cereal is now one day during the cycle.

FNS is looking to have students with a more substantial meal to start the day.

Lunch-Standards and Holiday Meal

Turkey Gravy



Bat Nuggets



Cups O' Yumminess

Jiggly Birthday Jell-O



Yogurt Parfait



Caesar Salad



Service with a Smile



And That's All Folks



OTHER REPORTS

OTHER REPORTS

1. School District Properties

Lois Yount, Superintendent

1. Jeff Jennings Site
2. Maintenance Operations Transportation (MOT)



Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: 212.381 Board Consideration of Approval of Consent Calendar
Presenter: Lois Yount	Action Item: XX Information Item:
<ul style="list-style-type: none"> a. Approval of the Agenda b. Minutes <ul style="list-style-type: none"> ▪ October 19, 2022 c. Payment of Warrants <ul style="list-style-type: none"> ▪ Vendor Warrant Numbers: 23376388-23376439; 23377748-23377831; 23379191-23379264; 23380461-23380536; 23381171-23381236 ▪ Payroll Warrants: 10/31/22 d. Personnel <ul style="list-style-type: none"> ▪ Resignations/Retirements ▪ Leave of Absence Requests ▪ New Hires/Reclassifications e. Donations f. Master Contract for Non-Public Schools and Agencies: Soliant 	

Galt Joint Union Elementary School District Board of Education Minutes

"Building a Bright Future for All Learners"

Regular Board Meeting
October 19, 2022

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

To Join Remotely Via Zoom
Webinar ID: 858 1048 8591

Board Members

Thomas Silva
Grace Malson
Traci Skinner
Wesley Cagle
Casey Raboy

Administrators Present

David Nelson	Stephanie Simonich
Tina Homdus	Judi Hayes
Jennifer Porter	Kuljeet Nijjar

- A. 6:00 p.m. – Closed Session:** Galt City Hall Conference Room
Present for Closed Session: Lois Yount, Thomas Silva, Grace Malson, Traci Skinner, Casey Raboy, Wesley Cagle
- B. Closed Session was called to order at 6:10 p.m.** by Thomas Silva to discuss the following items:
1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957
 - Superintendent
 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
 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
 4. STUDENT EXPULSION, EDUCATION CODE 48918
 - Case No. 21/22-05
 - Case No. 21/22-04
- C. Closed Session Adjourned at 6:08 p.m.,** followed by the Flag Salute. Thomas Silva announced no action was taken in closed session.
- D. Lois Yount, Superintendent, shared the Board Meeting Protocol.**

E. Communication

1. Lois Yount shared a communication from the Sacramento County Office of Education (SCOE) regarding the 2022-2023 LCAP and Adopted Budget Report. She noted that the public disclosure of the collective bargaining agreement must be sent to SCOE for review at least ten (10) working days before the date the governing Board will take action on the proposed bargaining agreements.

F. Reports

SUPERINTENDENT

1. Valley Oaks Elementary and Pest Control Management

Lois Yount provided an update on the pest management concern at Valley Oaks Elementary. She indicated that a portion of the school is continually treated for fleas in the spring and summer months. The District has used three different pest control companies to try to eradicate this problem.

Nicole Lorenz, Chief Business Official, reported experts she has reached out to, including the U.C. Davis Department of Entomology, said the District can only treat for fleas until the host causing the flea problem is found. Ms. Lorenz then connected with a California Department of Public Health representative. They will send a biologist to Valley Oaks on Monday, October 24, to collect a sample of fleas to identify the species and develop possible solutions.

Wesley Cagle, Board Member, asked if homeowners around the school have complained about pest issues.

Lois Yount and David Nelson, Principal, said they had not received any complaints.

2. Williams Uniform Complaint Process (UCP) 1st Quarter Report

Lois Yount reported no complaints.

LCAP GOAL 1

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

1. Measures of Academic Progress (MAP)

Claudia Del Toro-Anguiano, Curriculum Director, reported that last month, MAP was administered to all first through eighth-grade students in the areas of reading and mathematics. As part of LCAP Goal 1, a MAP local action includes an increase of 5% in the number of students who meet/exceed the 60th percentile in reading and mathematics from winter 2022 to winter 2023. She presented data sets indicating the percentage of students who met/exceeded the 60th percentile as measured by MAP fall 2022. The data sets also included the target goal for winter 2023. Ms. Del Toro-Anguiano noted that some grade levels have already met/exceeded the target goal for winter 2023.

Board members asked clarifying questions and commended staff for their efforts. They indicated the District is moving in the "right direction."

2. Professional Development
 - October 10-11, 2022
 - CPR and First Aid Training

October 10, 2022

Lois Yount reported that the academic and Social Emotional Learning (SEL) growth the District sees in students begins with teachers and Professional Learning Communities (PLCs) setting goals and actions on how they will help students meet growth goals. In August, the District started a process with teachers related to continuous improvement by looking at how teachers and supporting teachers work as a PLC to set PLC goals, individual goals, and then actions to determine how they will measure their goals.

On October 10, 2022, teachers were able to:

- Demonstrate to colleagues change ideas developed to improve student outcomes
- Ask and answer questions from colleagues regarding the professional methodology of developing Change Ideas
- Understand how to develop and implement Plan-Do-Study-Act testing cycles to improve teaching and learning practices and outcomes
- Complete the "Plan" section of the PDSA template

Ms. Yount stated that teachers provided feedback on what they learned at the end of the day. The survey results were positive and gave administrators insight into how to better support their teachers. A lot of teachers commented on the fact that they enjoyed the collaboration sharing with all teachers at their grade level in the District, and they were positive about the presenter, Dr. Al. Rogers, and his message about diversity, inclusion, and equity, and coming together for students as a PLC.

October 11, 2022

Claudia Del Toro-Anguiano reported Tuesday's professional development focused on Math. The day included a rotation of three sessions in the morning with planning and collaboration time in the afternoon. The schedule included the following:

- Preview of the draft mathematics Framework
- Number Talks as a key math strategy
- Refresher of Eureka math
- Collaboration and planning time

Ms. Del Toro-Anguiano said the Math Framework "takeaway" is to teach standards in clusters, creating a big idea rather than standards in isolation. The other big takeaway was teachers were made aware of all the resources they have access to online.

Grace Malson asked when teachers are making observations are they personalizing math learning for students, or are they just using the framework to cluster students?

Claudia Del Toro-Anguiano said teachers are listening for what strategies children are using and the importance of children hearing the various ways other students around them get to an answer. The more they hear from others, the more strategies they learn. This includes high academic achievers. The goal is for all children to grow from wherever they're at and to gain additional strategies by listening to others talk about their reasoning.

LCAP GOAL 2

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

1. Positive School Climate Survey Questions

Public Comment:

1. Veronica Borunda addressed the Board regarding Mental Health Advocacy
2. Elena Duenas addressed the Board regarding Supplemental Services and Opportunitites

Lois Yount reported that one of the District's goals is to increase school connectedness, student well-being, and a sense of safety at school. She indicated each spring, the District administers the California Healthy Kids Survey, and this year, the District would like to administer a shorter version of the survey to 5-8 grade students. The survey will consist of ten questions from the actual survey for students, parents, and staff. These questions relate to areas in which the District would like to see growth.

Ms. Yount highlighted some of the student survey questions, including:

- Do the teachers and other grown-ups at school care about you?
- Do you feel close to people at your school?
- Do you feel safe at your school?
- Do you get bored at school?

The rating scale is

- Yes, all of the time
- Yes, most of the time
- Yes, some of the time
- No, never
-

The parent and staff survey questions are similar. However, the rating scale is as follows:

- Strongly agree
- Agree
- Disagree
- I don't know

Ms. Yount said she would like to push this survey out to stakeholders in November. This information will compare with the spring survey results to inform how the District is doing now to meet its goals. She added the survey questions were recently shared with DAC and DELAC.

2. 2022 Lights On Afterschool

Jennifer Collier, Expanded Learning Coordinator, reported the 2022 Lights On Afterschool event would be held on October 20, 2022, at Vernon E. Greer elementary school. She indicated all seven schools would be represented, sharing their experiences after school, building positive relationships in a safe environment, and engaging with their community. Ms. Collier invited the Board to attend.

OTHER REPORTS

1. Naloxone Program

Donna Whitlock, Educational Services Director, reported fentanyl is a synthetic opioid-related drug and a major contributor to drug overdose deaths. Naloxone medication reverses the effect of an overdose almost immediately. In 2021, there were 224 fentanyl-related overdose deaths among teens ages 15-19 years old in California. She indicated fentanyl could be found in different forms, including rainbow-colored candy and sidewalk chalk.

Ms. Whitlock reported that the District met with the Galt Police Department earlier in August to discuss safety in our schools. They mentioned that all their officers carried Naloxone and recommended that the school district look into making it available at all school district sites. Sacramento County Public Health and the California Department of Public Health also strongly recommend it be available at all schools. She added in the event of a suspected opioid overdose; Naloxone may be administered by:

- Credentialed school nurses
- Other licensed healthcare professionals
- Unlicensed Assistive Personnel, who the credentialed school nurse trains
- Individuals who the local health jurisdiction has trained

Ms. Whitlock reported that before the District can administer Naloxone, the Board needs to approve a board policy on the naloxone program. As the program is implemented, a follow-up report will be returned to the Board.

Board members asked clarifying questions and shared personal experiences.

G. Routine Matters/New Business

212.367 Lois Yount shared the donations.

Lois Yount acknowledged Jennifer Collier's resignation. She and the Board shared their experiences and admiration for Ms. Collier's contributions to the District.

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

Consent Calendar

- a. Approval of the Agenda
- b. Minutes
 - September 21, 2022
- c. Payment of Warrants
 - Vendor Warrants: 23371074-23371161, 23372408-23372481, 23373831-23373908, 23373831-23373908, 23375088-23375159
 - Payroll Warrants: 9/16/22, 9/30/22, 10/10/22

d. Personnel

Resignations/Retirees			
Name	Position	Effective Date	Site
Collier, Jennifer	Expanded Learning Coordinator	12/30/2022	District Office
Ruan Gonzalez, Silvia	Bilingual Office Assistant	9/20/22	Valley Oaks

Leave of Absence Requests			
Name	Position	Effective Date	Site
Flores, Kathryn	Food & Nutrition District Clerk	9/19/22	District Office
Hibbard, Debbie	Food & Nutrition Assist. 1	9/26/22	Valley Oaks
Turner, Cailin	Instructional Assistant, Exp. Learning	9/23/22	Lake Canyon

New Hires/Reclassifications/Status Changes		
Name	Position	Site
Andrade, Alberto	Instructional Assistant, Expanded Learning	River Oaks
Avila, Cynthia	Instructional Assistant	Fairsite Preschool
Babers, Larina	Instructional Assistant	Valley Oaks
Barrera, Mariah	Classified Substitute	N/A
Bedford, Amber	Certificated Substitute	N/A
Bernal, Maria (Status Change)	Instructional Assistant, Special Education	River Oaks
Barajas-Orejuel, Kevin	Yard Supervisor	Vernon E. Greer
Camacho, Allison	Certificated Substitute	N/A
Camarena, Alisa	Classified Substitute	N/A
Casillas, Alexis	Classified Substitute	N/A

Corwin, Laura	Certificated Substitute	N/A
Cotton Smith, Lynyonne	Certificated Substitute	N/A
Crisp, Kayla	Yard Supervisor	McCaffrey Middle
George, Ashley	Yard Supervisor	River Oaks
Gomez, Gerardo	Bus Driver	Transportation
Guillen Madera, Karla	Classified Substitute	N/A
Jackson, Mitch	Certificated Substitute	N/A
Justice, Zachery	Instructional Assistant, Special Education	Fairsite Preschool
Kleinfelter, Rachel	Yard Supervisor	Marengo Ranch
Parra Fregoso, Minerva	Instructional Assistant, Bilingual	Fairsite Preschool
Rich, Tiffany (Status Change)	Purchasing Technician	District Office
Rios, Mary Lou	Certificated Substitute	N/A
Shrader, Claudia	Classified Substitute	N/A
Singh, Nisha	Yard Supervisor	Lake Canyon
Tarifa, Diane	Preschool Instructional Assistant	Fairsite Preschool
Torres, Xavier	Instructional Assistant, Expanded Learning	Valley Oaks
Walker, Katherine (Status Change)	Instructional Assistant, Expanded Learning	Vernon E. Greer

e. Donations

212.368 Consent Calendar (Continued) – Items Removed for Later Consideration

CC Items
Removed

There were no items removed from the consent calendar.

212.369 Traci Skinner made a motion to approve the recommendation for Student Expulsion Case No. 21/22-05, seconded by Thomas Silva and unanimously carried.

Student Expulsion

212.370 A Public Hearing of Resolution No. 5 Approving Galt Joint Union Elementary School District's School Fees Justification Report, Adopting Level 1 Developer Fees on New Residential, Commercial, and Industrial Construction, was held. There was no public comment.

PUBLIC HEARING
Res 5
Level 1 Fees

212.371 Wesley Cagle made a motion to approve Resolution No. 5, Approving the Galt Joint Union Elementary School District's School Fees Justification Report, Adopting Level 1 Developer Fees on New Residential, Commercial, and Industrial Construction, seconded by Grace Malson and unanimously carried.

Res 5

212.372	A Public Hearing of Resolution No. 6 Approving the Galt Joint Union Elementary School District's School Facilities Needs Analysis, Adopting Residential School Facilities Fees in Compliance with Government Code Sections 65995.5 and 65995.6, and Making Related Findings and Determinations [Level 2 Fee] was held. There was no public comment.	PUBLIC HEARING Res 6 Level 2 Fees
212.373	Grace Malson made a motion to Approve Resolution No. 6 Approving the Galt Joint Union Elementary School District's School Facilities Needs Analysis, Adopting Residential School Facilities Fees in Compliance with Government Code Sections 65995.5 and 65995.6, and Making Related Findings and Determinations [Level 2 Fee], seconded by Wesley Cagle and unanimously carried.	Res 6
212.374	Grace Malson made a motion to approve Piggyback on the Chawanakee Unified School District Agreement with Class Leasing, LLC for Modular and/or Pre-fabricated Structures (Building(s)) and Approval of Derive Castellanos Architects (DCA) Proposal for Architectural Design Services for Three New Portable Classrooms at Lake Canyon Elementary School, seconded by Traci Skinner and unanimously carried.	Piggyback New LC Portable Classrooms
212.375	Grace Malson made a motion to approve Derivi Castellanos Architects (DCA) Proposal for Architectural Design Services for New Six-Classroom Wing at Valley Oaks Elementary School, seconded by Thomas Silva and unanimously carried.	DCA Proposal New VO Classrooms
212.376	Wesley Cagle made a motion to approve the Galt Joint Union Elementary School District Public Notice / "Sunshine" Proposal to the Galt Elementary Faculty Association (GEFA) Regarding Compensation, seconded by Casey Raboy and unanimously carried.	GJUESD Sunshine Proposal to GEFA
212.377	Casey Raboy made a motion to approve the Galt Joint Union Elementary School District Public Notice / "Sunshine" Proposal to the Classified Schools Employee Association (CSEA), Galt Chapter #362 Regarding Compensation, seconded by Grace Malson and unanimously carried.	GJUESD Sunshine Proposal to CSEA
212.378	Wesley Cagle made a motion to Approve a Memorandum of Understanding Between Galt Joint Union Elementary School District and Galt Elementary Faculty Association (GEFA) Regarding new Teacher Pre-In-Service Days, seconded by Traci Skinner and unanimously carried.	GEFA MOU
212.379	A Public Notice From Galt Elementary Faculty Association (GEFA) [PUBLIC NOTICE / "SUNSHINE"] to Galt Joint Union Elementary School District was shared regarding: <ul style="list-style-type: none"> • Article V – Hours • Article XIII – Class Size • Article XVIII - Salary 	GEFA Sunshine Proposal to GJUESD

212.380 Thomas Silva made a motion to approve the following Policies, Administrative Regulations, Bylaws, and Exhibits, seconded by Wesley Cagle and unanimously carried.

Educational Services

1. AR/E 1312.4 Williams Uniform Complaint Procedures
2. BP/AR 6173.1 Education for Foster Youth
3. BP/AR 5141.31 Immunizations

Business Services

4. BP 3110 Transfer of Funds
 - Delete AR 3110 Transfer of Funds
5. BP/AR 3523 Electronic Signatures
6. BP/AR 3550 Food Service Child Nutrition Program
7. BP/AR 3551 Food Service Operations Cafeteria Fund
8. BP/AR 3553 Free and Reduced-Price Meals

Curriculum

9. BP/AR 4112.2 Certification

Superintendent

10. AR/E 3517 Facilities Inspection
 - Delete BP 3517 Facilities Inspection
11. BP/AR 4144 Complaints
12. BB/E 9270 Conflict of Interest
13. BP/AR 6163.2 Animals at School

H. Public Comments for topics not on the agenda

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

I. Pending Agenda Items

1. School District Properties

The Board provided the superintendent with clarification on this pending agenda item. They request a future update on the Jeff Jennings property and the transportation yard.

J. Adjournment 9:30 p.m.

Traci Skinner, Clerk

Date



CONSENT CALENDAR

Donations

e. Donations

McCaffrey

- Paula Hefley donated \$400.00 towards McCaffrey Middle School Color Guard

River Oaks

- Lori Capote donated a Yamaha Keyboard valued at \$60.00 for site use



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations/Retirees			
Name	Position	Effective Date	Site
Gonzalez, Ana	Health Assistant II	11/2/22	Vernon E. Greer
Lebarbera, Alexandria	Yard Supervisor	10/31/22	River Oaks
Parra, Julian	Instructional Assistant, Exp. Learning	11/4/22	River Oaks

Leave of Absence Requests			
Name	Position	Effective Date	Site
Grace, Kimberly	Instructional Assistant	9/22/22	Valley Oaks
Hamrick, Marian	Teacher	11/29/22	Fairsite Preschool
Hernandez, Araceli	Food and Nutrition Lead	11/3/22	Lake Canyon
Hibbard, Debbie	Food and Nutrition Assistant 1	10/21/22	Valley Oaks
Kelly, Brittany	Teacher	12/12/22	Marengo Ranch
Lourence, Tiffany	Teacher	1/3/23	Valley Oaks
Powers, Elliot	Instructional Assistant, Special Education	11/28/22	River Oaks

New Hires/Reclassifications/Status Changes		
Name	Position	Site
Babers, Larina	Instructional Assistant	Valley Oaks
Becerra, Ruben	Classified Substitute	N/A
Curiel, Guadalupe	Bilingual Instructional Assistant	Fairsite Preschool
Dobias, Ingrid	Classified Substitute	N/A
Garcia, Maria	Classified Substitute	N/A
Gonzalez, Casandra	Instructional Assistant	Vernon E. Greer
Gonzalez, Marisol	Instructional Assistant	River Oaks
Granados, Diana	Bilingual Instructional Assistant	Fairsite Preschool
Gwinn, Kobi (Status Change)	Instructional Assistant, Special Education	River Oaks
Henriquez, Rebecca	Classified Substitute	N/A
Lopez, Sebastian	Classified Substitute	N/A
Macias, Isabella	Classified Substitute	N/A
Manuel, Danilo	Classified Substitute	N/A
Pamplona, Ariana	Instructional Assistant	Lake Canyon
Pedraza, Samantha	Bilingual Office Assistant	Valley Oaks
Ratcliff, Lisa	Certificated Substitute	N/A
Robles, Heather	Classified Substitute	N/A
Salbeck, Laurie	Yard Supervisor	Marengo Ranch

Human Resources
Page 2

Schmidt, Evan	Instructional Assistant, Special Education	McCaffrey Middle
Tarifa, Diana (Reclassification)	Bilingual Instructional Assistant	Fairsite Preschool
Torres, Maria	Yard Supervisor	Vernon E. Greer
Watson, Melissa	Classified Substitute	N/A



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

Nonpublic, Non-Sectarian School/Agency Services

MASTER CONTRACT

#10

Soliant

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

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

2022-2023

2022-2023

CONTRACT NUMBER: 10

LEA: Galt Joint Union Elementary School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: The Stepping Stones Group

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

I. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Galt Joint Union Elementary School District hereinafter referred to as the local **educational agency** ("LEA") or "District" and Soliant (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. 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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, 2022 to June 30, 2023, 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 renegotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, 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(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this 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:

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

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20

26 (or equivalent) to provide that the District and its officers, officials, employees, and agents shall be additional insureds under such policies.

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

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

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

Part A – Statutory Limits

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

- D. **Sexual Assault and Molestation Insurance**

Contractor shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

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

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

- F. **All Coverages**

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

- G. All Certificates of Insurance must reference the contract number, name of the school or agency

submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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.

- B. **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.
- C. **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.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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.

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 (L.C.I), 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, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative 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 Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. 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, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER 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 (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and 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 Sections 9 and 26 of this Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (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

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ and FBI clearance are obtained. 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.

CONTRACTOR shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and CONTRACTOR shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. CONTRACTOR acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all CONTRACTORS and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students as required to comply with applicable regulations related to workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. CONTRACTOR will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.

CONTRACTOR's responsibility for the Clearance Requirements identified in Section 44 of the Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of CONTRACTOR who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the CONTRACTOR.

CONTRACTOR recognizes that there is presently an element of risk of COVID-19 or other related or similar pandemics transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. CONTRACTOR agrees that LEA cannot ensure the safety of CONTRACTOR or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR from the risks of COVID-19 or other related or similar pandemics. CONTRACTOR has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. CONTRACTOR assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract, including risks related to COVID-19. CONTRACTOR assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by CONTRACTOR, CONTRACTOR's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract.

Pursuant to the indemnification requirements in this Contract, CONTRACTOR shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from CONTRACTOR's compliance or lack of compliance, with the requirements set forth herein. Additionally, if CONTRACTOR does not comply with any requirement set forth in this Contract, then LEA may terminate this Contract immediately, and CONTRACTOR shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

In the event any provision or part of this section is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to 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 31st after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 shall be mediated with both parties paying their own costs for the mediation.

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. If CONTRACTOR seeks to use an LEA student's public benefits to pay

for special education and related services, it shall first provide written notice to the LEA Student's Parents, with a copy to the LEA, as required by Title 34 of the Code of Federal Regulations section 300.154(d). CONTRACTOR shall also provide notice under Title 34 of the Code of Federal Regulations section 300.154(d) prior to seeking payment from Medi-Cal for the first time and annually.

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 (10th) 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 (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

59. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EXTRAORDINARY CONDITIONS

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

- a. If CONTRACTOR is authorized to remain open during any of the extraordinary conditions specified in Education Code section 41422 and serves LEA students appropriately pursuant to this Contract, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed due to any of the extraordinary conditions specified in Education Code section 41422, 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 CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed due to any of the extraordinary conditions specified under Education Code section 41422, on the days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for the days the student is not in attendance due to CONTRACTOR'S NPS closure. \
- d. CONTRACTOR shall, in the event of school closures due to any of the extraordinary conditions specified under Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled LEA students. CONTRACTOR shall ensure its LEA students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate in the educational program. .
- e. In the event of CONTRACTOR'S closure due to any of the extraordinary conditions specified under Education Code section 41422, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.
- f. When a CONTRACTOR's closure due to extraordinary conditions specified under Education Code section 41422 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.

60. 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.

61. 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.

62. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Soliant
Nonpublic School/Agency

Galt Joint Union Elementary
LEA Name

By: [Signature] 8.16.2022
Signature Date

By: _____
Signature Date

Candace Waters, Division Director
Name and Title of Authorized Representative

Donna Mayo-Whitlock, Director of Educational Services

Name and Title of Authorized Representative

Notices to LEA shall be addressed to		
Name and Title: Donna Mayo-Whitlock, Director of Educational Services		
LEA: Galt Joint Union Elementary School District		
Address: 1018 C Street, Suite 210		
City: Galt	State: California	Zip: 95632
Phone: 209-744-4545x303 Fax: 209-744-4554		
Email: dwhitlock@galtk12ca.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: 209-744-4545x339 Fax: 209-744-4554		
Email: sgutierrez@galtk12ca.us		

Notices to CONTRACTOR shall be addressed to:		
Name and Title:		
NPS/A:		
Address:		
City:	State:	Zip:
Phone:	Fax:	

Notices to CONTRACTOR shall be addressed to:

Name and Title:	Keaton Harper / Senior Account Executive		
NPS/A:	Soliant Health		
Address:	5550 Peachtree Pkwy Suite 500		
City:	Peachtree Corners	State:	GA
Phone:	770 776-2098	Fax:	
Email:	Keaton.Harper@soliant.com		

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>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)		
Transportation Services		
Other (900)		

Please Provide Additional Cost Information (Mileage, IEP Attendance, Etc.):

Description:	Rate:	Period:



22-23 Special Education School Contract Services (Based on an 8 Hour Day)

Discipline All-Inclusive Rate

● Occupational Therapist	\$95-100
● Speech Language Pathologist	\$98-105
● Physical Therapist	\$95-100
● School Psychologist	\$105-120
● Certified Occupational Therapist Assistant	\$75-82
● Speech Language Pathologist Assistant	\$78-85
● Physical Therapy Assistant	\$75-82
● School Nurse	\$65-85
● Special Education Teacher	\$84-89
● Deaf/Hard of Hearing Teacher	\$87-92
● Visually Impaired Teacher	\$90-95

Rate negotiable and based on area and candidate's experience and qualifications

Our Hourly Bill rate covers the following expenses:

- Relocation assistance
- Weekly payroll expenses
- Licensure assistance
- Continuing education
- United Healthcare
- Dental and Vision Insurance
- Liability Insurance
- Life Insurance
- Short and Long Term Disability

Soliant Also Covers the following prior to a therapist starting in the district:

- Extensive referencing
- Drug screen
- Background check
- Fingerprinting
- Whatever medical requirements the district has (TB, MMR, Physical, etc)

Permanent Rate:

This is a onetime fee of 33% of the candidates 365 day salary including their benefits etc. This would be billed the first day the candidate works and they would be a direct employee of your school district.



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: 212.382 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter: Lois Yount	Action Item: XX Information Item:
<p>The Board will have the opportunity to address any items that are moved from the consent calendar.</p>	



Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: 212.383 Public Notice From California School Employees Association (CSEA) and it's Galt Elementary Chapter #362 [PUBLIC NOTICE/"SUNSHINE"] to the Galt Joint Union Elementary School District for 2022/2023 <ol style="list-style-type: none"> 1. Article 8 Employee Performance Evaluations 2. Article 10 Transfer 3. Article 15 Transportation 4. Article 18 Professional Growth Program 5. Article 19 Fringe Benefits 6. Article 20 Wages 7. Article 21 Duration 8. Article 23 Yard Supervisors 9. Article 26 Shoe Stipend
Presenter: Lois Yount	Action Item: Information Item: XX

The CSEA and its Galt Elementary Chapter #362 ("CSEA") hereby propose the following articles of the current contract for the 2022 – 2023 Successor agreement.

1. **Article 8 Employee Performance Evaluations:** CSEA hereby proposes new language to clarify the use, length, and procedures related to Performance Improvement Plans (PIPs).
2. **Article 10 Transfer:** CSEA hereby proposes changes to this article to clarify the process and procedures for transfers within the same worksite.
3. **Article 15 Transportation:** CSEA hereby proposes new language regarding the use of surveillance cameras and changes to the process regarding field trip bidding.
4. **Article 18 Professional Growth Program:** CSEA hereby proposes fair and equitable increases to degree stipends.
5. **Article 19 Fringe Benefits:** CSEA hereby proposes to negotiate fair and equitable increases to employer contributions to the health benefits cap.
6. **Article 20 Wages:** CSEA hereby proposes to negotiate a fair and equitable salary increase for all classifications represented by CSEA and changes to this article addressing out-of-class pay, longevity, and bilingual stipend procedures.
7. **Article 21 Duration:** CSEA hereby proposes a new three (3) year term beginning July 1, 2022, through June 30, 2025.
8. **Article 23 Yard Supervisors:** CSEA hereby proposes changes to this article to credit years of service prior to 2018 for the purpose of qualifying for longevity payments.
9. **Article 26 Shoe Stipend:** CSEA hereby proposes changes to this article to expand the criteria for "slip resistant" shoes.

ARTICLE VIII

EMPLOYEE PERFORMANCE EVALUATIONS

- A. A permanent classified employee shall only be formally evaluated by an immediate supervisor or higher authority that has had the opportunity to observe the classified employee's performance for 5 or more months.
- B. The evaluation shall identify the employee's performance as appropriate. It will be in writing on a form prescribed for that purpose and will be discussed with the employee prior to being placed in the employee's file.
- C. If the employee disagrees with any aspect of the evaluation, he/she may prepare comments in writing to be attached to the evaluation.
- D. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing these recommendations.
 - 1. For evaluations indicating two or more unsatisfactory indicators, a Performance Improvement Plan (PIP) is required.
- E.
 - 1. All newly hired employees or promoted employees are required to satisfactorily complete the six (6) month probationary period.
 - 2. Employees shall be considered permanent only after successful completion of the probationary period.

ARTICLE X

TRANSFERS

- A. A transfer is defined as the movement of an employee from one position to another within the same classification.
- B. Job site is the location where an employee is normally assigned and performs their duties, or the location from which they perform duties throughout the District.
- C. A vacancy is defined as the creation of a new position by the District or when an existing position becomes vacant.
- D. Involuntary Transfers
 - 1. An employee shall be given written notice at least ten (10) workdays prior to the effective date of an involuntary transfer, except in unforeseeable circumstances. An employee provided less than ten (10) workdays notice shall receive compensation commensurate with one full day's pay for each workday below the ten (10) workday minimum. This shall not apply to matters involving employee discipline.
 - 2. A unit member shall not be involuntarily transferred more than once during a fiscal year, disciplinary matters excluded.
 - 3. When an involuntary transfer is necessary, the District shall first seek volunteers. If there are no volunteers the least senior person (s) shall be selected for the transfer.
- E. Voluntary Transfers
 - 1. Vacancies shall be posted by the District at each school site and at the District Office for not less than five (5) workdays prior to opening the vacancy to outside applicants. A transfer opportunity notice shall be provided to employees within the classification. The position shall not be posted for outside applications during the five (5) day period.
 - 2. Any employee shall apply for a transfer by filing a written notice with the District Office within the above five (5) day period.
- F. In granting voluntary transfers, the District shall grant the transfer to the most senior applicant, unless the applicant is currently attempting to conform to a Performance Improvement Plan (PIP) or has an overall rating of "needs improvement" on their most recent evaluation. Where the applicants have the same seniority date, a tie will be broken by lot. If a drawing by lot is required, the District shall notify the affected employees and the CSEA Chapter President who shall be present at the time of the drawing to verify.

ARTICLE XV

TRANSPORTATION

A. Definitions

1. Seniority: For the purpose of assignment of time and routes, seniority will be based upon the employee's original date of hire as a regular bus driver.
2. Bus Driver: Is a bus driver who is assigned a daily bus route.
3. Bus Aide/Yard Supervisor: Is a yard supervisor that is trained to support students and staff while riding the bus.
4. Dispatcher: Is an employee whose primary assignment is the dispatching of all district vehicles, the assignment of all field trips and extra assignments and assisting in the development of bus routes.
5. Maintenance, Operations and Transportation (MOT) Clerk II: Is an employee whose primary assignment is equally divided to support MOT.
6. Mechanic: Is an employee whose primary assignment is the repair and maintenance of district vehicles and power equipment.
7. Bus Route: Is a regular home to school, school to home. Anything else is designated as either a field trip or extra assignment.
8. Field Trip: Is the transportation of students for anything other than a bus route as defined above.
 - a. A weekday field trip is any field trip Monday through Friday.
 - b. A weekend field trip is any field trip Saturday or Sunday.
9. Extra Work Assignments: Is any assignment not considered a Galt Elementary School District home to school route or Galt Elementary School District field trip.
10. Workweek: Monday through Friday, regular contracted days.
11. Temporary Vacancy: A bus route that is not being driven by a regular driver for more than ten (10) consecutive work days

B. Seniority

1. Based upon the driver's original date of hire and continuous service as a bus driver in the classification, shall be the primary factor for first choice for the purpose of assignment of routes and field trips.
2. In the event two (2) or more drivers have the same hire date, the driver with the greatest number of hours in paid status in the transportation department shall have first choice. If hours in paid status are equal, the decision shall be made by lot.

C. Bus Route Bidding Procedures

1. Prior to the beginning of the school year, the district shall establish bus routes in order to implement the bidding procedure described below. A date shall be set prior to the beginning of each school year for bus routes to be bid by regular drivers. The district shall make available to regular drivers all routes to be bid at least three (3) working days prior to the date set for bidding. If a driver is unable to be present for the route selection, he/she may designate (in writing) another driver or a CSEA representative to bid in his/her absence.
2. The posted information will include starting and ending time, schools served, total number of estimated hours to be worked.
3. No routes will be assigned more than eight (8) hours per day.
4. Route changes of thirty (30) minutes or more occurring after initial bidding above will be filled according to the above procedures.
5. Summer school routes will be bid following the above procedures.

D. Field Trips

1. Night, weekend, holiday and additional trips not part of an employee's regular route shall be assigned from the volunteer trip rosters. The trip rosters will be made up of eligible bus drivers who sign up on a volunteer basis. Eligible bus drivers will be placed on the appropriate trip roster based on seniority. There shall be two (2) trip rosters. One for regular workweek field trips and one for weekend field trips. The trip rosters shall be posted and maintained on the field trip board. The names shall rotate from the greatest to least seniority. After the initial pass through the list by seniority, field trips shall be assigned to the driver with the least amount of accumulated field trips hours. Trip assignments shall be posted no later than Wednesday of the prior week. Should special needs vehicles or equipment be required, the regular driver of the

special needs' vehicle will be assigned to another vehicle.

2. If a bus driver passes on a trip, they shall be charged in the same manner as if they had taken the trip and the hours shall be accumulated as if they had taken the trip for purposes of assigning future field trips. The only exception shall be if a driver is required to attend a district required meeting or another related district business.
3. A bus driver will be given at least three (3) workdays advance notice of field trip assignment. Without this advanced notice, it will not be counted as a refusal. When another driver is assigned a trip after this type of refusal, it will count as their turn and they will be passed on the next available trip they would receive.
4. With twenty-four (24) hour notice to transportation supervisor or designee drivers may trade trips schedules within the same week, if both drivers agree.
5. An emergency or short notice trip (less than three (3) workdays advance notice) which has been rejected by a driver up to two (2) hours before departure time or last-minute request by school shall be assigned to an available driver on the list.
6. If a trip has been assigned and subsequently canceled, that bus driver shall be assigned the next available unscheduled trip.
7. If a trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time the driver is relieved of duties and the time duties resume the following morning.
8. A permanent record of all trip assignments will be maintained and posted in the transportation office for reference.
9. A driver that is on an extended leave more that (10) days shall be removed from the field trip rosters. Upon return the driver may request in writing to be placed on the field trip rosters. This request must be made at least twenty-four (24) hours prior to the weekly trip assignments posting. Drivers requesting to be added to the weekly trip list per this provision shall not be denied inclusion.

E. Extra Work Assignments

1. Extra work assignments shall be assigned in rotation by seniority.
2. The extra work assignment rotation list shall be maintained and kept in the transportation office.

D. Temporary Vacancies

1. Temporary vacancies (exceeding 10 days) of regular bus routes shall be filled by regular driver's first, by choice, in order of seniority. The route will be posted, as soon as practical, for not less than three (3) workdays. Any qualified driver may submit a bid during the posted time. If no contracted driver chooses to fill the temporary position it will be filled by a substitute driver. Upon the absent drivers return from leave, the "temporary" driver shall return to their original route.

E. Training and Qualifications

1. All drivers are required to demonstrate proficiency and the ability to safely operate all vehicles the district utilize to transport students.
2. All drivers are responsible to maintain all drivers' licensing requirements.
3. All drivers will be paid for time spent at required safety meetings and other service required to maintain drivers' licensing requirements.

F. Signing Bonus

Contracted Bus Drivers will receive a one-time signing bonus of \$1,500.00 for completing their first full year of service with the District subject to the following provisions:

The signing bonus will be disbursed in three payments:

- The 1st payment will total \$500.00 and be paid in the first payroll period upon employment.
- The 2nd payment will total \$500.00 and be paid in the payroll period following completion of a Bus Driver's six-month probationary period.
- The 3rd payment will total \$500.00 and be paid in the payroll period following completion of 12 calendar months of employment in the bus driver job classification.

This agreement shall go into effect on November 1, 2018.

ARTICLE XVIII

PROFESSIONAL GROWTH PROGRAM

A. Purpose of Program

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

B. Professional Growth Incentive Plan

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

C. Eligibility

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

D. Criteria for the Program

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

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

F. Courses may be counted one time only for professional growth credit. Courses in progress at the end of one fiscal year may be carried over to another year.

- G. Unit members completing a professional growth plan shall receive a one time award/bonus of 5% of their annual salary, during the declaration year. Limited to 4 times maximum.
- H. A Declaration of Intent to complete the units must be submitted to the District by February 15th, prior to the year in which an award/bonus will be paid.
- I. No more than one Professional Growth Incentive Award will be granted in any year.
- J. In order to obtain credit for approved completed coursework unit members need to submit (1) one of the following, by September 1st of the declaration year:
 - 1. Official transcripts
 - 2. Certificate verifying the number of hours completed, including dates of attendance.
- K. Unit members interested in taking advantage of the program must obtain prior approval from their supervisor and the Superintendent/Designee.
- L. If a unit member voluntarily terminates employment with the District for any reason and is subsequently reemployed, he or she shall not be entitled to professional Growth Incentive Awards that total more than a maximum of four awards during all years of employment.
- M. Unit members returned to employment following a layoff or return employment pursuant to Education Code sections 45192 or 45195 (rehire following disability) shall be entitled to reinstatement of all earned professional growth increments.
- N. Professional growth activities occurring prior to an employee's beginning employment/reemployment with the District shall not be credited in this program.
- O. Effective 2021-2022 school year, unit members will be recognized for the college degree completion with an ongoing annual stipend of \$250 Associate's Degree, increasing to \$500 for a Bachelor's Degree and increased to \$1,000 for a Master's Degree. Beginning in 2022, annually "Declaration of Intent to Complete Units" must be submitted to district by February 15th. Classified staff with current degrees must submit official transcripts by September 1st of the declaration year.

ARTICLE XIX

FRINGE BENEFITS

The District and CSEA agree to continue negotiating to explore alternative health care providers.

- A. 1. Effective January 1, 2022 each full-time employee may elect one (1) of the following health plan alternatives:

One Party

Plans	Sutter-High	Sutter - Low	Kaiser- High	Kaiser - Mid	Kaiser – Low
Medical	763.20	685.40	802.06	735.78	523.87
Dental/Ortho	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75
Totals	904.18	826.38	943.04	876.76	664.85
District Allowance	750.00	750.00	750.00	750.00	750.00
Employee Share	154.18	76.38	193.04	126.76	0.00

Two Party

Plans	Sutter - High	Sutter - Low	Kaiser -High	Kaiser - Mid	Kaiser – Low
Medical	1526.60	1371.00	1604.13	1471.57	1047.78
Dental/Ortho	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75
Totals	1667.58	1511.98	1745.11	1612.55	1188.72
District Allowance	750.00	750.00	750.00	750.00	750.00
Employee Share	917.58	761.98	995.11	862.55	438.72

Family

Plans	Sutter - High	Sutter - Low	Kaiser -High	Kaiser - Mid	Kaiser – Low
Medical	2160.50	1940.30	2269.84	2082.26	1482.55
Dental/Ortho	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75
Totals	2301.48	2081.28	2410.82	2223.24	1623.53
District Allowance	750.00	750.00	750.00	750.00	750.00
Employee Share	1551.48	1331.28	1660.82	1473.24	873.53

2. Employees shall pay any premium amount above the District Allowance.

- B. 1. The parties agree to continue the 125 Plan, at no cost to the District or employees.

2. Cash-in-lieu of benefits (\$150/month) is only available to classified employees hired prior to June 30, 2006.
3. Classified employees receiving cash-in-lieu of benefits, who return to district health care after June 30, 2006 will no longer be entitled to return to the cash-in-lieu status.

D. Effective December 1, 1988:

1. Full time employees who work eight (8) hours per day and at least ten (10) months per year are eligible for full fringe benefit coverage.
2. Part time employees working four (4) hours or more per day and at least ten (10) months per year are eligible for pro-rated fringe benefit coverage based on an eight (8) hour work day.
3. Employees hired prior to the above date (12/1/88) and eligible for pro-rated coverage based on a six (6) hour day, shall now have pro-rated coverage based on an eight (8) hour day. However, this shall be for purposes of increasing and not decreasing their pro-rated coverage.
4. Benefits will continue for employees working less than four (4) hours per day who were granted medical coverage prior to 10/1/84 and dental coverage prior to 11/18/85.

D. The District will provide paid medical insurance for employee only, upon retirement, after twenty (20) consecutive years of service to the District from age sixty (60) until age sixty-five (65). To be eligible, an employee must be no less than 60 years of age prior to the date of retirement.

E. The District agrees to pay employee's portion of State Disability Insurance on all earnings.

F. Both parties shall follow the rules and regulations of the carriers/administrators.

G. Pursuant to COBRA, the District will permit eligible employees and their dependents to remain in the District-offered health care plan at their own expense. Arrangements for advance payment shall be made with the Business Office.

ARTICLE XX

WAGES

- A.
 - 1. The District agrees to provide a one percent (1%) bonus for all bargaining unit employees during the 2019-2020 fiscal year.
 - 2. The new contract term shall be July 1, 2019 through June 30, 2022, effective July 1, 2019.
- B. Longevity bonuses are effective July 1, 2017
 - 1. A \$750 longevity bonus shall be paid to employees annually on July 1 after ten (10) consecutive years of District service per each employee's contract.
 - 2. An additional \$1,250 longevity bonus shall be paid to employees annually on July 1 after fifteen (15) consecutive years of District service per each employee's contract.
 - 3. A \$2,000 longevity bonus shall be paid to all employees annually on July 1 after twenty (20) consecutive years of District service per each employee's contract.
 - 4. A \$2,500 longevity bonus shall be paid to all employees annually on July 1 after twenty-five (25) consecutive years of District service per each employee's contract.
 - 5. Beginning in 2009/10, eligible classified employees shall be given an option to elect a one-time longevity payment in July or continue with an on-going payment over the course of the year.
- C. Employees must be in a paid status no less than seventy-five percent (75%) of the previously scheduled (10/12 months) District work year to be eligible for any July 1st step advance, earned vacation, and/or longevity bonus credit.
- D.
 - 1. CSEA and the District agree to implement the "PERS PICK UP" program effective March 1, 1996.
 - 2. There shall be no cost to the District except for normal payroll costs.
 - 3. Both parties shall follow all procedures of PERS, County Office of Education, IRS, and all other regulating agencies in implementing this program.
- E. Salary comparability studies shall be designated to a committee comprised of two (2) members of CSEA and two (2) District representatives.

- F. Bilingual compensation in the amount of a two and a half percent (2.5%) stipend shall be provided as per the provisions below:
1. Only employees in the following classifications shall be eligible for the stipend:
 - a. School Secretary I
 - b. School Secretary II
 - c. Health Assistant II
 - d. Health Secretary
 - e. District Office Clerk II
 2. Employees must work at the following sites to be eligible to received the stipend, however, each site shall be limited to the number of employees indicated below:
 - a. River Oaks Elementary
Three (3) employees
 - b. Lake Canyon Elementary
Three (3) employees
 - c. Marengo Ranch Elementary
One (1) employee
 - d. Valley Oaks Elementary
Two (2) employees
 - e. Vernon E. Greer Elementary
Two (2) employees
 - f. Fairsite Preschool and Readiness Center
One (1) employee
 - g. District Office
Two (2) employees
- G. The District agrees to participate in the CSESAP in fiscal years where the State allocates an appropriation of funds in the annual Budget Act or another statute (Education Code §45500). In participating years, District shall extend this benefit option to the bargaining unit.

ARTICLE XXI

DURATION

The parties agree to a new three (3) year term. The new term shall begin on or after July 1, 2019 and expire on June 30, 2022.

For the 2020-2021 and 2021-2022 school years, each party may choose no more than two articles to reopen during negotiations in addition to Article XIX and Article XX unless the parties mutually agree to open additional articles.

During the 2021-2022 school year, Article XVIII shall be a mutually agreed upon automatic reopener.

Except as set forth above, all other terms and conditions as set forth in the parties 2016-2019 collective bargaining agreement shall remain status quo and shall be incorporated into the parties 2019-2022 collective bargaining agreement.

1. Article XX Wages
 2. Article XIX Fringe Benefits
 3. No more than two additional (2) articles for each party
- A. CSEA shall begin the public notice procedures to reopen negotiations no earlier than September 1st of each year.

ARTICLE XXIII

YARD SUPERVISORS

Hours and Overtime

- A.
 - 1. All full-time employees shall be assigned eight (8) hours daily and forty (40) hours weekly.
 - 2. All full-time employees shall have a thirty (30) minute unpaid lunch period daily and a fifteen (15) minute rest period in the morning and afternoon. The employee may be granted a longer unpaid lunch period if approved in advance by their Supervisor.
 - 3. The District shall establish the work schedule (i.e. 8:00 a.m. to 5:00 p.m.) of all employees. If a permanent change in employee(s) work schedule is more than one (1) hour per day, the District shall negotiate such change with CSEA prior to implementation of the change.
- B.
 - 1. All part-time employees shall be assigned less than eight (8) hours daily and less than forty (40) hours weekly.
 - 2. All part-time employees working four (4) consecutive hours per day or more will have a fifteen (15) minute rest period.
- C.
 - 1. Upon prior approval of the supervisor, an employee may work overtime in an emergency or for another valid reason.
 - 2. Overtime includes work on holidays; work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week.
 - 3. Overtime shall be paid at the rate of one and one-half (1 ½) times an employee's regular hourly rate.
 - 4.
 - a. An employee having a regular workweek of five (5) consecutive days and an average workday of four (4) or more hours shall be paid for any work required to be performed on the sixth or seventh day at one and one-half (1 ½) times their regular hourly rate.
 - b. An employee having a regular workweek of five (5) consecutive days and an average workday of less than four (4) hours shall be paid for any work required to be performed on the seventh day at one and one-half (1 ½) times their regular hourly rate.

- D.
 - 1. Overtime may also be compensated as compensatory time off (CTO). Employees authorized to work overtime may elect either wages or CTO.
 - 2. Employees electing CTO shall work with their supervisor to schedule the CTO at a mutually agreeable time.
- E. If ten (10) month employees are required to work additional hours by the District, employees shall receive their regular hourly rate of pay.
- F. The work year for ten (10) month employees shall include no less than all student instructional days between the first and last day of the student instructional year.
- G.
 - 1. If the District operates summer school or provides a service for a non-District program, it shall assign for service regular District employees. ("Migrant Ed" is an example of a non-District program).
 - 2. No employee shall be required to perform services during summer school.
 - 3.
 - a. When it is necessary to assign employees not regularly assigned during summer school, such assignment shall be made on the basis of qualifications in each classification of service required.
 - b. If more than one (1) employee in a classification applies for summer work and qualifications are equal; the work shall be assigned on a rotating basis based on seniority.
 - 4. An employee assigned to work during the summer recess period in his/her normal classification shall receive, on a pro-rata basis, no less than the compensation applicable to that classification during the academic school year.
 - 5. An employee assigned to work during the summer recess period in a classification other than his/her normal classification shall receive, on a pro-rata basis, no less than the compensation applicable at Step 1 of the appropriate salary range of the classification in which summer work is assigned.

Employee Evaluation

- A. Employees shall be evaluated as often as deemed appropriate by their immediate supervisor or higher authority.
- B. The evaluation shall identify the employee's performance as appropriate. It will be in writing on a form prescribed for that purpose and will be discussed with the employee prior to being placed in the employee's file.

- C. If the employee disagrees with any aspect of the evaluation, he/she may prepare comments in writing to be attached to the evaluation.
- D. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing these recommendations.

Transfers

- A. A transfer is defined as the permanent movement of an employee from one (1) job site to another which does not involve a change in classification or job title.
- B. Job site is the location where an employee is normally assigned and performs their duties, or the location from which they perform duties throughout the District.
- C. A vacancy is defined as the creation of a new position by the District or when an existing position becomes vacant.
- D. Involuntary Transfers
 - 1. An employee shall be given written notice at least five (5) workdays prior to the effective date of an involuntary transfer, except in unforeseeable circumstances.
 - 2. Upon written request, an employee shall be entitled to a conference with the Superintendent or designee to review the reasons for an involuntary transfer.
- E. Voluntary Transfers
 - 1. Vacancies shall be posted by the District at each school site and at the District Office for not less than five (5) workdays prior to opening the vacancy to outside applicants.
 - 2. Any employee may apply for a vacancy by filing a written notice with the District Office within the above five (5) day period.
- F. In making transfers or in filling vacancies, the District shall consider the following:
 - 1. The operational and educational needs of the District;
 - 2. The qualifications and recent training of the applicant;
 - 3. The past two (2) evaluations of the applicant;
 - 4. Employee preference;

5. If all of the above are equal, seniority will be the determining factor.

Promotion Opportunities

- A. A vacancy is defined as the creation of a new position by the District or when an existing position becomes vacant.
 1. Vacancies shall be posted by the District at each school site and at the District Office for not less than five (5) workdays prior to opening the vacancy to outside applicants.
 2. Any employee may apply for a vacancy by filing a written notice with the District Office within the above five (5) day period.
- B. All qualified employee applicants, as determined by the District, shall be granted an interview.
- C. In screening for qualifications and in filling vacancies, the District shall consider the following:
 1. The operational and educational needs of the District;
 2. The qualifications and recent training of the applicant;
 3. The past two (2) evaluations of the applicant;
 4. Employee preference;
 5. If all of the above are equal, seniority will be the determining factor.
- D.
 1. If an employee is promoted, he/she shall be placed on the lowest step in the higher range which provides a raise of at least 2.5% over the former range and step. The new rate will become effective on the first day of work.
 2. Any employee promoted shall be on a trial basis for up to six (6) months. If not successful in the new position, the employee shall be reassigned to his original or to a comparable position.

Layoff & Re-employment

- A.
 1. A layoff for the purpose of this Article shall be considered an involuntary separation of a permanent or probationary employee from active service due to lack of funds and/or lack of work.
 2. "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

- a. Reduction in hours of employment is defined as any reduction of more than one hour.
3. In the event of a reduction in hours, the District and CSEA shall meet and negotiate upon the request of either party regarding the decision and effects of the reduction in any hours that are more than one hour.
4. Layoffs shall be made on a District-wide basis and in reverse order of seniority in which the layoff occurs.
5.
 - a. Seniority shall be determined by date of hire.
 - b. Date of hire shall be that date on which an employee first rendered paid service in probationary/permanent status.
 - c. New employees hired on same date shall be ranked on the seniority list by lot.
6. An employee laid off, may bump, by seniority, as indicated in paragraph 5 above.
7. An employee displaced as a result of being bumped shall have the same bumping rights as stated in paragraph five (5) above and other rights granted in this article.
8. An employee who elects separation in lieu of either bumping or assignment into a lower classification shall maintain his/her reemployment rights as defined in this article.
9.
 - a. A permanent or probationary employee who is to be laid off, shall be offered any temporary (substitute or short term) position available at that time for which the employee is qualified. Reemployment rights shall not be affected.
 - b. A permanent or probationary employee who is on the re-employment list will be given first consideration, before non-bargaining unit employees, for any substitute or short-term position available.
10. Before a layoff occurs, the District shall develop a seniority list which shall be made available to CSEA and the employees who are to be laid off.
11. Classification is defined as any position with a designated title and job description.
- B.
 1. After the Board has determined that there is a lack of work or a lack of funds and has made the decision to lay off employees, the District will issue notices of layoff to affected employees.

2. Employees to be laid off shall be notified by certified/registered mail sent to the most recent address provided to the District by the employee.
 3. The notice shall be deposited in the U.S. Mail no less than forty-five (45) calendar days (60 days effective January 1, 2013) prior to the effective date of the layoff. A list of employees to be laid off shall be made to the CSEA President.
 4. The notice shall contain the effective date of layoff, displacement rights, if any, and reemployment rights.
- C.
1. Employees who have been laid off shall be placed on a reemployment list for a period of thirty-nine (39) months.
 2. Employees who elect fewer hours, or assignment to a lower classification, shall be maintained on the reemployment list for an additional twenty-four (24) months, for a total of sixty-three (63) months.
 3. Offers of reemployment shall be made in reverse order of layoff, within classification, as vacancies occur.
 4. An employee who has voluntarily consented to fewer hours in paid status in order to avoid separation from active service shall be placed on the reemployment list and shall be offered, by seniority, the opportunity to return to a position in his/her former classification with the number of assigned hours at time of layoff or to a position with increased assigned time, at his/her option, as vacancies become available.
 5. An employee bumping into a lower classification position shall be offered, by seniority reinstatement to his/her former classification into a position with equal or more hours, at his/her former classification into a position with equal or more hours, at his/her option, as vacancies become available.
 6. Individuals on the reemployment list have either:
 - a. Three (3) days to respond to a verbal offer of reemployment which, if refused, will be followed by written verification of the refusal, or
 - b. Five (5) days to respond to a written offer sent by certified/registered mail, beginning the day deposited in the U.S. Mail to the most recent address supplied to the District by the employee.
 7. a. Failure to respond within the time specified or refusal of

employment after three offers shall cause the individual's name to be permanently removed from the reemployment list, however,

- b. Failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the reemployment list provided the employee has previously notified the District in writing of his/her temporary unavailability to accept a reemployment offer.
- c. The period of unavailability shall be limited to one (1) occurrence and shall be for a period not to exceed thirty (30) calendar days.

8. A permanent or probationary employee who is laid off and is subsequently reemployed shall retain seniority earned prior to the effective date of the layoff.

D. If an employee feels that he/she was improperly laid off, the employee shall meet directly with the Superintendent/Designee to discuss the employee's complaint. If the complaint is valid, the employee shall be reinstated to his/her former position.

Grievance Procedures

A. Definitions

- 1. "Grievance" means a complaint of one (1) or more employees, or CSEA, that they have been adversely affected by a violation of this agreement.
- 2. "Grievant" means the employee, employees, or CSEA filing the grievance.
- 3. "Immediate Supervisor" means the person at the lowest management level who assigns, reviews, or directs the work of the employee.
- 4. "Party" means the grievant and/or CSEA and the District.
- 5. "Workday" means a day when the administrative offices of the District are open.
- 6. Grievance procedures shall only apply to items within Article XXII.

B. Procedure

Step 1 – Informal Discussion

The alleged violation shall first be informally discussed between the grievant and the Immediate Supervisor, or the Superintendent/Designee if Step 3, paragraph 3 applies.

Step 2 - Grievance (Immediate Supervisor)

1. If the alleged violation is not resolved during an informal discussion to the satisfaction of the grievant, a grievance may be filed. A grievance may be filed no later than fifteen (15) workdays after the event or circumstances occasioning the grievance.
2. A grievance shall be in writing on the Grievance Form (Optional) and shall be filed with the Immediate Supervisor.
3. The Grievance Form/writing shall be completed to show the following:
 - Grievant's name, position, and work location.
 - Date of alleged violation.
 - Date the grievance is delivered to the Immediate Supervisor.
 - Specific sections of the agreement alleged to have been violated.
 - Circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names, and places, as appropriate).
 - Remedy sought by the grievant.
 - Name of the representative, if any, chosen by the grievant.
 - Signature of the grievant (s).
4. With ten (10) workdays after filing the grievance, the Immediate Supervisor shall investigate and respond in writing to the grievant. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

Step 3 – Grievance (Superintendent/Designee)

1. If the grievant is not satisfied with the decision at Step 2, he/she may appeal in writing within ten (10) workdays to the Superintendent/designee. The grievant shall identify each aspect of the Immediate Supervisor's decision with which the grievant disagrees.
2. The Superintendent/designee shall investigate the grievance as fully as necessary and may conduct conferences with the grievant, who shall continue to have his/her right of representation. The Superintendent/designee shall respond within ten (10) workdays of the appeal to the grievant. That response shall state the Superintendent/designee's view of the facts and conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.
3. If a grievance arises as a result of any action or inaction by an administrator higher than the Immediate Supervisor, the employee may present such grievance at Step III.

Step 4 – Grievance – (Board of Education)

1. If the grievant is not satisfied with the decision of the Superintendent/designee, the grievant shall have the right to refer the matter to the Board. Such referral shall be made in writing and submitted to the Superintendent within ten (10) workdays of the Superintendent/designee's decision. The Board shall hear the appeal and submit a decision. That decision shall be final.

Disciplinary Action

A. Probationary Employees

The Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from employment at any time prior to the completion of the probationary period. A probationary employee shall not be entitled to a disciplinary hearing under this Article.

B. Permanent Employees

Permanent classified employees shall be subject to disciplinary action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause pursuant to the procedures in this Article. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

C. Causes

1. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee:
 - a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
 - b. Incompetency
 - c. Inefficiency
 - d. Neglect of duty
 - e. Insubordination
 - f. Dishonesty
 - g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

- h. Possessing or being under the influence of a controlled substance at work or away from work which impacts work performance, furnishing a controlled substance to a minor or to another.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave. (After five (5) consecutive work days of absence without leave, the employee has abandoned the position by resignation unless a compelling explanation is provided with 5 days of the first day of the absence without leave).
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Engaging in improper political activity which violates state laws or rules.
- n. Willful disobedience.
- o. Substantial misuse of district property.
- p. Violation of District, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe an oath or affirmation which is required by law in connection with his/her employment/
- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical or mental condition or disability, marital status, sex, age, or sexual orientation against the public or other employees while acting in the capacity of a district employee.
- u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or

suspected violation of state or federal law occurring on the job or directly related thereto.

- v. Any other failure of good behavior which is on such a serious nature that it causes discredit to the District or his/her employment.
2. Except as defined in items above, no personnel action shall be taken for any cause which arose before the employee became permanent, not for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

D. Initiation and Notification of Charges

1. The supervisor may initiate a disciplinary action against a permanent classified employee.
2. In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with Human Resources. A copy of the recommendation shall be served upon the employee either by personal service or by certified mail at the employee's last known address.

The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension with or without pay, demotion, reduction of pay step in class, or dismissal) and that the burden of proof rests with the District.
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute the appeal.

E. Mediation

1. If the employee is not satisfied with the decision of the supervisor, CSEA shall, within ten (10) days of receiving the decision, either withdraw the appeal or contact the State Conciliation Service and request services of a mediator to assist in the resolution.
2. The parties shall attempt to agree upon a mediator.

3. The parties shall meet with the mediator at times that are mutually convenient.
4. The parties may develop “ground rules” for this process themselves, or develop “ground rules” with the mediator, or permit the mediator to establish his/her own “ground rules”.
5. A mutually acceptable mediated settlement shall be binding on both parties.
6. If both CSEA and the District agree, mediation may be waived.

F. Employment Status Pending Appeal of Dismissal Recommendation

Except for an immediate suspension pending the appeal, any employee against whom a recommendation of dismissal or a suspension has been issued shall be placed on a paid administrative leave or remain on active duty status and be responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

G. Time Limit of Suspension

1. Except for a suspension imposed under Section 22.5 above, any unpaid suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a disciplinary action of dismissal is modified by the Board to a suspension.

H. Right to Appeal

1. Within five calendar days after service of recommendation of disciplinary action, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written appeal signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order and the necessity of the order shall be an issue in the appeal hearing.
2. If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

I. Amended/Supplemental Charges

1. At any time before an employee’s appeal is finally submitted to the Board for decision, the complainant may, with the consent of the Board, serve on the employee and file with

the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. If the employee is on immediate suspension pending the appeal, any amendment adding new causes shall result in a new appeal.

J. Hearing Procedures

1. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board.
2. The employee shall be entitled to appear personally, produce evidence, and have CSEA representation. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal.
3. The District bears the burden of proof to present substantial evidence in support of the recommended disciplinary action.
4. The Board shall not be bound by rules of evidence used in California courts. Informality in a hearing shall not invalidate any order or approved by the hearing officer or the Board.
5. The Board shall affirm, modify or revoke the recommended personnel action.
6. A copy of the proposed decision shall be filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:
 - a. Adopt the proposed decision in its entirety.
 - b. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
 - c. Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
 - d. Reject the proposed decision in its entirety. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item “c” above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

7. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

K. Hearing Decision

1. The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
2. The decision of the Board shall be provided to the Superintendent or designee who does the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by registered or certified mail. The decision of the Board shall be final.

L. Compulsory Dismissal

1. The District shall not retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. The District may employ a person convicted of a controlled substance offense if the Board determines from evidence that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed, the employee may be reemployed although reemployment is not guaranteed.

ARTICLE XXVI

SHOE STIPEND

M & O, Custodian, Mechanic, Groundskeeper, Warehouse Worker/Delivery Driver

June 18, 2018, the District and CSEA came to an agreement which provided a \$150 per year shoe stipend for maintenance, custodians and groundskeepers.

CSEA and the District have agreed the classifications eligible for the shoe stipend shall include the following:

- Maintenance Worker
- Groundskeeper
- Custodian
- Warehouse Worker/Delivery Driver
- Mechanic

Furthermore, CSEA and the District have agreed upon the following criteria for the shoe stipend:

- Soles must be slip resistant
 - Proof of which can be provided by the original packaging of the shoes, advertisement of the shoes or if indicated on the purchase receipt or the shoe itself
 - Closed toed
 - Toe cap (covering the toes) should be water resistant

Any employees who have already received the stipend prior to ratification of this agreement shall be grandfathered in.



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA95632
 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: 212.384 Board Consideration of Substitute Teacher Pay Rate Increase
Presenter: Claudia Del Toro-Anguiano	Action Item: XX Information Item:

In an effort to attract and retain highly qualified substitute teachers, the GJUESD has researched recent teacher substitute pay rates in the surrounding districts. Based on that research, the following daily rates are recommended:

	New Rates	Current Rates
Daily	\$210	\$180
Multiple Day (15+ days)	\$230	\$200
Long Term (teacher of record)	\$270	\$240
GJUESD Retirees	\$230	\$200

The new rate increase will be effective November 17, 2022

Board Approval is recommended.



Board Meeting Agenda Item Information

Meeting Date: November 16, 2022	Agenda Item: 212.385 Board Consideration to Establish December 14, 2022, at 7:00 p.m. at the Galt City Hall Chamber as the Galt Joint Union Elementary School District Board of Education Annual Organizational Meeting and Regular Monthly Meeting per Education Code §35143
Presenter: Lois Yount	Action Item: XX Information Item:

Under the provisions of Education Code Section 35143, the governing board of each school district shall hold an annual **organizational meeting**. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.

The 15-day period for 2022 is December 9 – 23, 2022.

The day and time of the annual organizational meeting are to be selected by the governing board at its regular meeting held immediately before the beginning of the 150kday period, and the County Superintendent of Schools shall be notified of the day and time selected.

Education Code Section 35143

The governing board of each school district shall hold an annual **organizational meeting**. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.

Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

Education Code Section 5017

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the second Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.



Board Meeting Agenda Item Information

<p>Meeting Date: November 16, 2022</p>	<p>Agenda Item: 212.386 First Reading of Board Policies, Administrative Regulations, and Bylaw</p> <ol style="list-style-type: none"> 1. BP/AR 4118 – Dismissal/Suspension/Disciplinary Action 2. BP/AR 4218 Dismissal/Suspension/Disciplinary Action 3. BP 4119.1/4219.1/4319.1 – Civil and Legal Rights 4. BP/AR 7150 – Site Selection and Development 5. BB 9100 – Organization 6. BP/AR 6158 – Independent Study 7. BP 6164.2 – Guidance/Counseling Services 8. BP/AR 5141.21 – Administering Medication And Monitoring Health Conditions 9. BP 4140/4240 – Bargaining Units
<p>Presenter: Lois Yount Cabinet Members</p>	<p>Action Item: First Reading: XX</p>
<p>First reading of the following CSBA sample Board Policies (BP), Administrative Regulations (ARs) and Bylaw (BB).</p> <p><u>Superintendent</u></p> <ol style="list-style-type: none"> 1. BP/AR 4118 – Dismissal/Suspension/Disciplinary Action 2. BP/AR 4218 Dismissal/Suspension/Disciplinary Action 3. BP 4119.1/4219.1/4319.1 – Civil and Legal Rights 4. BP/AR 7150 – Site Selection and Development 5. BB 9100 – Organization <p><u>Educational Services</u></p> <ol style="list-style-type: none"> 6. BP/AR 6158 – Independent Study 7. BP 6164.2 – Guidance/Counseling Services 8. BP/AR 5141.21 – Administering Medication And Monitoring Health Conditions <p><u>Curriculum</u></p> <ol style="list-style-type: none"> 9. BP 4140/4240 – Bargaining Units 	

CSBA Policy Update

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 09/22/2021

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 09/22/2021

The Governing Board desires that all employees exhibit professional and appropriate conduct and serve as positive role models at school and in the community. Unacceptable conduct shall be subject to disciplinary action in accordance with law, collective bargaining agreement, Board policy and administrative regulations.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall develop administrative regulations that identify types of misconduct and possible consequences. Disciplinary actions may include, but not be limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave and dismissal.

The Superintendent or designee may take disciplinary action as he/she deems appropriate in light of the particular facts and circumstances involved. He/she shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Complaints Concerning Discrimination in Employment)

(cf. 4117.4 - Dismissal)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

CSBA Regulation Update

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 09/22/2021

Causes for Suspension or Dismissal

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists (Education Code 44934, 44934.1)
2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or

administrative law judge has issued its decision supporting suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons, if proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

OPTION 1: (Districts with ADA of 250 or more, or districts with less than 250 ADA that have elected to use the dismissal procedures in Education Code 44948.3)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.
2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.
3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

OPTION 1 ENDS HERE

~~OPTION 2: (Districts with less than 250 ADA that do not grant permanent status after two years and do not elect to use the procedures in Education Code 44948.3)~~

~~During the school year, probationary employees may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above. (Education Code 44948)~~

~~Whenever a probationary employee is so charged, dismissal procedures shall be those set forth in Education Code 44934 and 44934.1 as described in the section "Suspension/Dismissal of Permanent Employees" above.~~

OPTION 2 ENDS HERE

Compulsory Leave of Absence

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187 prohibiting murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

GJUESD Current Regulation**Regulation 4118: Dismissal/Suspension/Disciplinary Action****Status:** ADOPTED**Original Adopted Date:** 09/22/2021**Suspension Without Pay**

When a permanent certificated employee's unprofessional conduct is not considered serious enough to warrant dismissal, he/she may be suspended without pay on grounds of unprofessional conduct, following procedures designated in Education Code 44932(b).

A probationary certificated employee may be suspended without pay for a specified period during the school year as an alternative to dismissal following procedures designated in Education Code 44948.3.

Prior to any action on charges leading to suspension without pay on the grounds of unprofessional conduct, the Superintendent or designee shall give the employee written notice. This written notice shall: (Education Code 44938)

1. Indicate the nature of the employee's unprofessional conduct
2. Cite specific instances of unprofessional behavior
3. Give the employee a 45-day opportunity to correct the misconduct and overcome the grounds for the charge
4. Include the evaluation made pursuant to Education Code 44660-44665, if applicable

(cf. 4115 - Evaluation/Supervision)

Compulsory Leave

The Superintendent or designee shall immediately place on compulsory leave of absence any certificated employee who is charged with committing: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Any offense involving the unlawful sale, use or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055 and 11056, with the exception of marijuana, mescaline, peyote, or tetrahydrocannabinols

Upon receipt of notification from the Department of Justice by telephone that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, that employee shall be immediately placed on leave without pay. (Education Code 44830.1)

(cf. 4112.5/4312.5 - Criminal Record Check)

Upon receipt of written electronic notification of the conviction from the Department of Justice the employee, as specified above, shall be terminated automatically, and without regard to any other termination procedure. (Education Code 44830.1)

The Board also may require an immediate compulsory leave of absence when a certificated employee is charged with "an optional leave of absence offense" as specified in law. (Education Code 44940)

The compulsory leave may extend for not more than 10 days after the entry of judgment in the proceedings. However, the Board may extend a certificated employee's compulsory leave by giving notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed in 30 days unless he/she demands a hearing. (Education Code 44940, 44940.5)

(cf. 4117.4 - Dismissal)

The Board shall report to the Commission on Teacher Credentialing (formerly the Commission for Teacher Preparation and Licensing) any action it takes in connection with extending a compulsory leave beyond 10 days. (Education Code 44940.5)

Employee compensation during the period of compulsory leave shall be made in accordance with Education Code 44940.5.

CSBA Policy Update

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: Pending

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

CSBA Regulation Update

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 02/27/2008

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in

Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

GJUESD Current Regulation

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 02/27/2008

Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

b. Incompetency.

c. Inefficiency.

d. Neglect of duty.

e. Insubordination.

f. Dishonesty.

g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

(cf. 4020 - Drug and Alcohol-Free Workplace)

h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. Absence without leave.

k. Immoral conduct.

l. Discourteous treatment of the public, students, or other employees.

m. Improper political activity.

n. Willful disobedience.

o. Misuse of district property.

p. Violation of district, Board or departmental rule, policy, or procedure.

q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

2. Initiation and Notification of Charges

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or

in writing before the final recommendation and order are issued.

4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

6. Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

7. Hearing Procedures

a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:

- (1) Adopt the proposed decision in its entirety.
- (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
- (3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
- (4) Reject the proposed decision in its entirety.

d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

8. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

9. Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

10. Extension of Compulsory Leave

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within 10 days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

Policy 4119.1: Civil And Legal Rights**Status:** DRAFT**Original Adopted Date:** 02/27/2008

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to

control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.
-

Policy 4119.1: Civil And Legal Rights

Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the employee's performance of his/her duties.

An employee's religious or political activities, or lack thereof, shall not be grounds for any discrimination or disciplinary action by the district, provided that these activities do not violate law, Board policy, or administrative regulation.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

(cf. 3515 - Campus Security)

(cf. 4040 - Employee Use of Technology)

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, he/she has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.8)

No employee shall use or attempt to use his/her official authority or influence to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, he/she may also file a copy of the complaint with local law enforcement in accordance with Education Code 44114.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

Protection Against Liability

No employee shall be liable for harm caused by his/her act or omission when acting within the scope of employment or district responsibilities. For the protection against liability to apply, the act or omission must be in conformity with federal, state, and local laws and must be in furtherance of an effort to control, discipline, expel, or suspend a student, or to maintain order or control in the classroom or school. (20 USC 6736)

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

(cf. 9260 - Legal Protection)

The protection against liability shall not apply when: (20 USC 6736)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
-

Policy 4219.1: Civil And Legal Rights**Status:** DRAFT**Original Adopted Date:** 02/27/2008

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to

control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.
-

Policy 4219.1: Civil And Legal Rights

Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the employee's performance of his/her duties.

An employee's religious or political activities, or lack thereof, shall not be grounds for any discrimination or disciplinary action by the district, provided that these activities do not violate law, Board policy, or administrative regulation.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

(cf. 3515 - Campus Security)

(cf. 4040 - Employee Use of Technology)

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, he/she has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.8)

No employee shall use or attempt to use his/her official authority or influence to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, he/she may also file a copy of the complaint with local law enforcement in accordance with Education Code 44114.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

Protection Against Liability

No employee shall be liable for harm caused by his/her act or omission when acting within the scope of employment or district responsibilities. For the protection against liability to apply, the act or omission must be in conformity with federal, state, and local laws and must be in furtherance of an effort to control, discipline, expel, or suspend a student, or to maintain order or control in the classroom or school. (20 USC 6736)

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

(cf. 9260 - Legal Protection)

The protection against liability shall not apply when: (20 USC 6736)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
-

CSBA Policy Update

Policy 4319.1: Civil And Legal Rights

Status: DRAFT

Original Adopted Date: 02/27/2008

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to

control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.
-

Policy 4319.1: Civil And Legal Rights

Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the employee's performance of his/her duties.

An employee's religious or political activities, or lack thereof, shall not be grounds for any discrimination or disciplinary action by the district, provided that these activities do not violate law, Board policy, or administrative regulation.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

(cf. 3515 - Campus Security)

(cf. 4040 - Employee Use of Technology)

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, he/she has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.8)

No employee shall use or attempt to use his/her official authority or influence to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, he/she may also file a copy of the complaint with local law enforcement in accordance with Education Code 44114.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

Protection Against Liability

No employee shall be liable for harm caused by his/her act or omission when acting within the scope of employment or district responsibilities. For the protection against liability to apply, the act or omission must be in conformity with federal, state, and local laws and must be in furtherance of an effort to control, discipline, expel, or suspend a student, or to maintain order or control in the classroom or school. (20 USC 6736)

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

(cf. 9260 - Legal Protection)

The protection against liability shall not apply when: (20 USC 6736)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
-

CSBA Policy Update

Policy 7150: Site Selection And Development

Status: DRAFT

Original Adopted Date: 02/27/2008

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan, as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property using state site selection standards specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251)

Environmental Impact Investigation for the Site Selection Process

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act, including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

Agricultural Land

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
 2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
 3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site
-

Policy 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan as well as show potential for contributing to other community needs.

(cf. 7110 - Facilities Master Plan)

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9320 - Meetings and Notices)

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

(cf. 7140 - Architectural and Engineering Services)

(cf. 7210 - Facilities Financing)

Before acquiring property for a new school or an addition to an existing school site, the Board shall evaluate the property at a public hearing using state site selection standards. (Education Code 17211)

Environmental Impact Investigation for the Site Selection Process

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act whenever so required. When evaluating district projects, the CEQA guidelines shall be used.

Agricultural Land

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
 2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
 3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site
-

CSBA Regulation Update

Regulation 7150: Site Selection And Development

Status: DRAFT

Original Adopted Date: 02/27/2008

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)
2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)
4. Make a written request for information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.
6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law, including posting required notices to the district web site. (Public Resources Code 21000-21177)
7. Notify the California Department of Education in writing before acquiring title or leasing the site if the proposed site is within two miles of the air line of an airport runway or proposed runway. (Education Code 17215)
8. Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 if the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. Submit an annual summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)
 3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)
 4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)
-

GJUESD Current Regulation

Regulation 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 02/27/2008

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)

(cf. 7131 - Relations with Local Agencies)

2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)

3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)

4. As necessary, request information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)

5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.

6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law. (Public Resources Code 21000-21177)

7. If the proposed site is within two miles of the air line of an airport runway or proposed runway, before acquiring title to or leasing the site, notify the California Department of Education in writing. (Education Code 17215)

8. If the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor, conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. Annually submit a summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)

3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)

4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)

CSBA Bylaw Update

Bylaw 9100: Organization

Status: DRAFT

Original Adopted Date: 02/27/2008

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within 15 days following the second Friday in December after the regular election. During all other years, the meeting may be held on any date in December, but no later than December 20th. (Education Code 35143)

During any year in which a regular election is conducted, the Board, at the regular meeting held immediately prior to the second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the Superintendent shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates
6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

Election of Officers

~~OPTION 1: The Board shall each year elect one of its members to be (clerk)/(vice president). This member shall be one who previously has not served in office, unless all the Board's members have previously served in office. After serving one year as (clerk)/(vice president), the elected member shall serve one year as president of the Board.~~

OPTION 1 ENDS HERE

OPTION 2: The Board shall each year elect its entire slate of officers.

OPTION 2 ENDS HERE

No Board member shall serve more than 2 consecutive year(s) in the same office.

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

GJUESD Current Bylaw

Bylaw 9100: Organization

Status: ADOPTED

Original Adopted Date: 02/27/2008

Annual Organizational Meeting

The Governing Board shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint a secretary to the Board
3. Authorize signatures
4. Develop a schedule of regular meetings for the year
5. Develop a Board calendar for the year
6. Designate Board representatives

(cf. 9140 - Board Representatives)

(cf. 9320 - Meetings and Notices)

Election of Officers

The Board shall each year elect its entire slate of officers.

No Board member shall serve more than two consecutive years in the same office.

(cf. 9224 - Oath or Affirmation)

CSBA Policy Update

Policy 6158: Independent Study

Status: DRAFT

Original Adopted Date: 02/27/2008 | **Last Revised Date:** 07/28/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in

Education Code 52060

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span
3. In violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747)

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
8. A statement that independent study is an optional educational alternative in which no student may be required

to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in one or more independent study courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If

the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208
11. Courses required for high school graduation or for admission to UC or CSU shall not be offered exclusively through independent study
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course
14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not

limited to, a regular school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy 6158: Independent Study **Status:** ADOPTED**Original Adopted Date:** 02/27/2008 | **Last Revised Date:** 07/28/2021 | **Last Reviewed Date:** 07/28/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous

instruction

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered re-engagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is

working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered re-engagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should

remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a re-engagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education

CSBA Regulation Update

Regulation 6158: Independent Study

Status: DRAFT

Original Adopted Date: 02/27/2008 | Last Revised Date: 07/28/2021

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Continuing and special study during travel
4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and district-owned devices adequate to participate in an independent study program and complete assigned work

consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction.

A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through independent study. (Education Code 51745)

Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate

4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether independent study is in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with Item #4 in the section on "Records" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

GJUESD Current Regulation

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 02/27/2008 | Last Revised Date: 07/28/2021 | Last Reviewed Date: 07/28/2021

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted
Date: 10/01/2015 | Last
Revised

[see more](#)

Date: 07/20/2021 | Last
Reviewed Date: 07/20/2021

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher or record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent

study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Supporting Documents

 [7-21 Checklist](#)

 [7-21 Update with notes](#)

CSBA Policy Update

Policy 6164.2: Guidance/Counseling Services**Status:** DRAFT**Original Adopted Date:** 02/27/2008

The Governing Board recognizes that a structured, coherent, and comprehensive counseling program promotes academic achievement and growth, and serves the diverse needs of district students. The district shall provide an educational counseling program that offers students services and supports within a Multi-Tiered Systems of Support (MTSS) framework, in accordance with law. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning and well-being.

The Superintendent or designee shall ensure that all persons employed to provide direct school counseling, school psychology, school social work services to students, and/or implement equitable school programs and services that support students' academic and social emotional development and college and career readiness shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of such positions shall be clearly defined in a job description.

Responsibilities of school counselors include, but are not limited to:

1. Engaging with, advocating for, and providing all students with direct services, such as individual counseling, group counseling, risk assessment, crisis response, and instructional services, including mental health and behavioral, academic, and postsecondary educational services and indirect services, including but not limited to, positive school climate strategies, teacher and parent consultations, and referrals to public and private community services
2. Planning, implementing, and evaluating school counseling programs
3. Working within a MTSS that uses multiple data sources to monitor and improve student behavior, attendance, engagement, and achievement
4. Developing, coordinating, and supervising comprehensive student support systems in collaboration with teachers, administrators, other pupil personnel services professionals, families, community partners, and community agencies, including county mental health agencies
5. Promoting and maintaining a safe learning environment for all students by providing restorative practices, positive behavior interventions, and support services, and by developing a variety of intervention strategies, and using those strategies, to meet individual, group, and school community needs before, during, and after a crisis
6. Intervening to ameliorate school-related problems, including problems related to chronic absences and retention
7. Using research-based strategies to promote mental wellness, reduce mental health stigma, and to identify characteristics, risk factors, and warning signs of students who develop, or are at risk of developing, mental health and behavioral disorders and who experience, or are at risk of experiencing, mistreatment, including mistreatment related to any form of conflict or bullying
8. Improving school climate and student well-being by addressing the mental and behavioral health needs of students during a period of transition, separation, heightened stress, and critical changes, accessing community programs and services to meet those needs, and providing other appropriate services
9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural literacy, and commitment to lifelong learning and the pursuit of high-quality educational programs
10. Providing counseling services for unduplicated students who are classified as English learners, or foster youth, homeless children, and students eligible for free and reduced-priced meals, including interventions and support services that enhance equity and access to appropriate education systems and public and private services

11. Engaging in continued development as a professional school counselor

Educational And Career Counseling

Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions. (Education Code 221.5)

The educational counseling program shall include academic counseling and postsecondary services, in the following areas (Education Code 49600):

1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans
2. Optimizing progress towards achievement of proficiency standards and competencies
3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to colleges and universities, standardized admissions tests, and financial aid
5. High-quality career programs at all grade levels in which students are assisted in doing all of the following:
 - a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
 - b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
 - c. Developing work self-efficacy for the ever-changing work environment, the changing needs of the workforce, and the effects of work on quality of life
 - d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options
 - e. Understanding the value of participating in career technical education pathways, programs, and certifications, including, but not limited to, those related to regional occupational programs and centers, the federal program administered by the United States Department of Labor offering free education and vocational training to students, known as "Job Corps," the California Conservation Corps, work-based learning, industry certifications, college preparation and credit, and employment opportunities
 - f. Understanding the need to develop essential employable skills and work habits
 - g. Understanding entrance requirements to the Armed Forces of the United States, including the benefits of the Armed Services Vocational Aptitude Battery (ASVAB) test

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with their peers, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for students who fail to meet graduation requirements to continue with their education.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

As part of the district's educational counseling program, students may be offered mental and behavioral health services under which a student may receive prevention, intervention, short-term counseling services, and mental health related classroom instruction to reduce stigma and increase awareness of counseling support services.

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

In addition, counselors shall affirmatively explore with a student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

~~OPTION 1: Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)~~

~~OPTION 1 ENDS HERE~~

OPTION 2: Colleges and prospective employers, including military recruiters, shall not have access to students for recruiting purposes. (Education Code 49603; 10 USC 503)

OPTION 2 ENDS HERE

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

Personal or Mental Health Counseling

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by their credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

Written parent/guardian consent shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by the student's parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602. (Education Code 49602)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever unsure of how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic

incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

Teacher-Based Advisory Program

The Board recognizes that a supportive, ongoing relationship with a caring adult can provide a student with valuable advice, enhance student-teacher relationships, and build the student's feelings of connectedness with the school. The Board authorizes the development of a teacher-based advisory program in which teachers advise students in such areas as academic planning, character development, conflict resolution, and self-esteem. Any teacher participating in this program shall be under the supervision of a credentialed school counselor as appropriate, receive related information and training, and be subject to this Board policy and law, including requirements pertaining to student confidentiality and nondiscrimination.

GJUESD Current Policy

Policy 6164.2: Guidance/Counseling Services

Status: ADOPTED

Original Adopted Date: 02/27/2008

The guidance program shall be an integral part of the total program of instruction.

The major objective of the guidance program is to help each student make the best of the educational opportunities toward a useful and happy life.

The guidance program shall be directed toward the growth and improvement of all students in the school, recognizing however, that some students are in greater need of individual guidance than others.

The guidance program shall attempt to provide for each student a sense of belonging, self-respect, emotional security, achievement, recognition, and develop an appreciation and understanding of the world by providing a classroom and school environment in which effective learning and good behavior take place.

The guidance program shall provide a positive program of correction and prevention of antisocial behavior of students. It shall aim to provide a sense of responsibility and self-respect in students.

CSBA Policy Update

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 10/26/2005

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

OPTION 1: ~~The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7 11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)~~

~~Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)~~

OPTION 2: Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

END OF OPTION 2

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school

personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 10/26/2005

The Governing Board recognizes that some students may need to take medication prescribed by a physician during the school day in order to be able to attend school. The Superintendent or designee shall develop processes for the administration of medication to such students by school personnel.

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

Prescribed medication may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both a student's physician and parent/guardian. (Education Code 49423; 5 CCR 600)

(cf. 3530 - Risk Management/Insurance)

School staff who administer medication, including epinephrine auto-injections, to students shall receive training from qualified medical personnel on how such medication should be administered as well as training in the proper documentation and storage of the medication.

Staff authorized to administer the medication shall do so in accordance with administrative regulations and shall be afforded appropriate liability protection.

If the parent/guardian so chooses, he/she may administer the medication to his/her child. In addition, the parent/guardian may designate another individual who is not a school employee to administer the medication to the student.

Self-Administration and Monitoring

Upon written request by the parent/guardian and with the approval of the student's physician, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

Regulation 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 10/26/2005

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Opioid antagonist means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Submitting the parent/guardian written statement and the authorized health care provider's written statement each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician, and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands the responsibilities to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands the right to terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that the student be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to the student, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that the student be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained
7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take the medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance
14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

Emergency Medication for Opioid Overdose

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee may designate one or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3)

A school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator shall obtain a prescription for naloxone hydrochloride or another opioid antagonist for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a manufacturer or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

GJUESD Current Regulation

Regulation 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 10/26/2005

Definitions

Other designated school personnel may include any individual employed by the district who has consented to administer the medication or otherwise assist the student, and who may legally administer the medication. (5 CCR 601)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians that students who need to take prescribed medication during the school day may be assisted by a school nurse or designated school personnel or allowed to self-administer certain medication as long as the district receives written statements from the student's physician and parent/guardian in accordance with law, Board policy and administrative regulation. (Education Code 48980, 49423)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects, and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission or overdose.

Parent/Guardian Responsibilities

Before a designated employee administers or assists in the administration of any prescribed medication to any student or any student is allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication during school hours, the district shall have a written statement from the student's physician and a written statement from the student's parent/guardian. (Education Code 49423, 49423.1; 5 CCR 600)

The physician's written statement shall clearly: (Education Code 49423, 49423.1; 5 CCR 602)

1. Identify the student
2. Identify the medication
- 3 Specify the method, amount and time schedules by which the medication is to be taken
4. Contain the name, address, telephone number and signature of the physician
5. If a parent/guardian has requested that his/her child be allowed to self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, confirm that the student is able to self-administer the medication

The parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for the authorized district representative to communicate directly with the student's physician, as may be necessary, regarding the physician's written statement or any other questions that may arise with regard to the medication

3. Contain an acknowledgment that the parent/guardian understands how district employees will administer or otherwise assist the student in the administration of medication

4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication including, but not limited to, the parent/guardian's responsibility to provide a written statement from the physician and to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication

5. Contain an acknowledgment that the parent/guardian may terminate consent for such administration at any time

If a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall also: (Education Code 49423, 49423.1)

1. Consent to the self-administration

2. Release the district and school personnel from civil liability if a student suffers an adverse reaction as a result of self-administering the medication

The parent/guardian shall annually provide the Superintendent or designee a new written statement from himself/herself and the student's physician. In addition, the parent/guardian shall provide a new physician statement if the medication, dosage, frequency of administration or reason for administration changes. (Education Code 49423, 49423.1)

Parents/guardians shall provide medications in a properly labeled, original container along with the physician's instructions. For prescribed medication, the container shall bear the name and telephone number of the pharmacy, the student's identification, name and phone number of the physician, and physician's instructions. Medications that are not in their original container shall not be accepted or administered. Medications shall be delivered to the school by the parent/guardian, unless the Superintendent or designee authorizes another method of delivery.

The parent/guardian of a student on a continuing medication regimen for a nonepisodic condition shall inform the school nurse or other designated certificated employee of the medication being taken, the current dosage and the name of the supervising physician.

A parent/guardian may designate an individual who is not an employee of the district to administer medication to his/her child as long as the individual is clearly identified, willing to accept the designation, permitted to be on the school site, and any limitations on the individual's authority are clearly established. The parent/guardian shall provide a written statement designating the individual and containing the information required above.

Designated Employee/District Responsibilities

The school nurse or other designated school personnel shall:

1. Administer or assist in administering the medication in accordance with the physician's written statement

2. Accept delivery of medication from the student's parent/guardian, including counting and recording the medication upon receipt

3. Maintain a list of students needing medication during the school day, including the type of medication, times and dosage, as well as a list of students who are authorized to self-administer medication

4. Maintain a medication log documenting the administration of medication including the student's name; name of medication the student is required to take; dose of medication; method by which the student is required to take the medication; time the medication is to be taken during the regular school day; date(s) on which the student is required to take the medication; physician's name and contact information; and a space for daily recording of medication administration

The daily record shall contain the date, time, amount of medication administered, and signature of the individual administering the medication.

5. Maintain a medication record including the physician's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student

6. Ensure that student confidentiality is appropriately maintained

(cf. 5125 - Student Records)

7. Coordinate the administration of medication during field trips and after-school activities

8. Report any refusal of a student to take his/her medication to the parent/guardian

9. Keep all medication to be administered by the district in a locked drawer or cabinet

10. Communicate with the physician regarding the medication and its effects

11. Counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission or overdose.

12. By the end of the school year, ensure that unused, discontinued and outdated medication is returned to the student's parent/guardian where possible or, if the medication cannot be returned, is disposed of in accordance with state laws and local ordinances

CSBA Policy Update

Policy 4140: Bargaining Units

Status: DRAFT

Original Adopted Date: 02/27/2008

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with district employees regarding their rights under the law.

Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent

or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board recognizes the right of public school employees to form bargaining units, select an employee organization as the exclusive representative of their unit, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

The Board shall negotiate only with the exclusive representative of each bargaining unit. (Government Code 3543.3)

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Management and Supervisory Employees

Employees serving in a management, senior management, or confidential position shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. (Government Code 3543.4)

However, the district may recognize a bargaining unit of supervisors if that unit includes all supervisory employees and if the unit does not represent the employee whom the supervisors supervise. (Government Code 3545)

Management, supervisory, and confidential positions shall be classified as follows: (Government Code 3540.1)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

2. Supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment.

(cf. 4301 - Administrative Staff Organization)

3. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Policy 4240: Bargaining Units

Status: DRAFT

Original Adopted Date: 02/27/2008

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent

or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Current GJUESD Policy

Policy 4240: Bargaining Units

Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board recognizes the right of public school employees to form bargaining units, select an employee organization as the exclusive representative of their unit, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

The Board shall negotiate only with the exclusive representative of each bargaining unit. (Government Code 3543.3)

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Management and Supervisory Employees

Employees serving in a management, senior management, or confidential position shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. (Government Code 3543.4)

However, the district may recognize a bargaining unit of supervisors if that unit includes all supervisory employees and if the unit does not represent the employee whom the supervisors supervise. (Government Code 3545)

Management, supervisory, and confidential positions shall be classified as follows: (Government Code 3540.1)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

2. Supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment.

(cf. 4301 - Administrative Staff Organization)

3. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.
