

Galt Joint Union Elementary School District Board of Education

"Building a Bright Future for All Learners"

Annual Organizational/Regular Board Meeting

December 14, 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/84056897576>

Or One tap mobile :

US: +16694449171,,84056897576# or

+16699006833,,84056897576#

Webinar ID: 840 5689 7576

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 DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

2. 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. Announcement of Results of Board Member Election as Per Elections Code §15400

E. The Oath of Office will be administered to the following candidates to the office of Galt Joint Union Elementary School District Governing Board Member at an election duly held therein on the 8th day of November 2022

1. Wesley Cagle
2. Annette Kunze
3. Katherine Harper

F. Annual Organization

- | | | |
|---------|--|-----------|
| 212.391 | Annual Organization of the Board/Election of Officers <ol style="list-style-type: none">1. Election of President2. Election of Vice President3. Election of Clerk4. Appoint the Superintendent as Secretary to the Board | MOTION |
| 212.392 | Approve the Schedule of Regular Meetings and Board Governance Calendar | MOTION |
| 212.393 | Designate Board Representatives to Serve on Committees | MOTION |
| 212.394 | 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 | NO ACTION |

G. Board Meeting Protocol

H. Public Comments for topics not on the agenda
Public comment is limited to three minutes or less, pending Board President's approval.

I. Reports

LCAP GOAL 1

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

1. District Reading Assessments (DRA) Data: First Trimester

LCAP GOAL 2

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

1. School Climate Survey Results
2. School Calendar Survey

OTHER REPORTS

1. Schoolworks Demographic Report
2. California Schools Board Association (CSBA) Annual Education Conference (AEC)

J. Routine Matters/New Business

- | | | |
|---------|--|--------|
| 212.395 | Consent Calendar <ol style="list-style-type: none">a. Approval of the Agenda | MOTION |
|---------|--|--------|

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

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

b. Minutes

- November 16, 2022 Regular Board Meeting
- November 28, 2022 Special Board Meeting

c. Payment of Warrants

- Vendor Warrants: 23385002-23385095
- Payroll Warrants: 11/10/22, 11/30/22

d. Personnel

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

e. Master Contract for Non-Public Schools and Agencies

1. Soliant
2. Sunbelt Staffing

f. Terracon Proposal No. PNA225145 for Geotechnical Engineering Services at the Galt Joint Union Transportation Facility Shop Building

g. Terracon Proposal No. PNA225146 for Geotechnical Engineering Services at Valley Oaks Elementary School Classroom Building

212.396	Consent Calendar (Continued) – Items Removed for Later Consideration	MOTION
212.397	Board Consideration of Approval of Purchase of a New District Delivery Box Truck	MOTION
212.398	Board Consideration of Approval of Valley Oaks Elementary School Preconstruction Services Agreement	MOTION
212.399	Board Consideration of Approval of GJUESD Resolution No. 8; California State Preschool Program Continued Funding Application	MOTION

K. Public Comments for topics not on the agenda

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

L. Pending Agenda Items

M. Adjournment

The next regular/organizational meeting of the GJUESD Board of Education: January 18, 2023

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: December 14, 2022	Agenda Item: Closed Session
Presenter: Lois Yount	Action Item: Information Item: XX
<p>1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957</p> <p>2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz</p> <ul style="list-style-type: none">▪ Employee Agency: (GEFA) Galt Elementary Faculty Association▪ Employee Agency: (CSEA) California School Employee Association▪ Non-Represented Employees	



Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: Announcement of Results of Board Member Election as Per Elections Code §15400
Presenter: Lois Yount	Action Item: Information Item: XX

The governing body shall declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office.

Governing Board Member Results at the November 8, 2022 General Election:

Galt Joint Union Elementary School District, **Area 1**

The number of nominees for the office did not exceed the number of offices to be filled:

- Wesley Cagle - Appointed

Galt Joint Union Elementary School District, **Area 2**

Total Votes Cast:

- Katherine Harper – 593
- Lori G. Heuer – 569
- Richard Estrada – 485

Galt Joint Union Elementary School District, **Area 5**

The number of nominees for the office did not exceed the number of offices to be filled:

- Annette Kunze - Appointed



COUNTY OF SACRAMENTO VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of Sacramento } ss.

I, HANG NGUYEN, Interim Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of:

Galt Joint Union Elementary School District, Area 1

did not exceed the number of offices to be filled at the:

November 8, 2022 General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with §§5326 and 5328 of the California Education Code, the following person who was nominated, shall be appointed by the Board at a meeting prior to the day fixed for the election, and shall be seated at the organizational meeting of the Board as if elected at a district election.

<u>Governing Board Member</u>	Number of Positions:	1
	Number of Candidates:	1
	Name(s) of Candidate(s):	Wesley Brian Cagle

I further certify that the conduct of the election and canvass of the ballots was, in every respect, in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this
7th day of December, 2022, in accordance with the laws of the State of California.



HANG NGUYEN
INTERIM REGISTRAR OF VOTERS
County of Sacramento
State of California



COUNTY OF SACRAMENTO VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of Sacramento } ss.

I, HANG NGUYEN, Interim Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in Sacramento County in the:

Galt Joint Union Elementary School District, Area 2

for the purpose of electing:

One (1) Governing Board Members

at the **November 8, 2022 General Election.**

The results of the Official Canvass conducted by this office are as follows:

Name	Total Votes Cast
*Katherine Harper	593
Lori G. Heuer	569
Richard Estrada	485

I further certify that the conduct of the election and canvass of the ballots was, in every respect, in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this
7th day of December, 2022, in accordance with the laws of the State of California.




HANG NGUYEN
INTERIM REGISTRAR OF VOTERS
County of Sacramento
State of California

*Elected



COUNTY OF SACRAMENTO VOTER REGISTRATION AND ELECTIONS CERTIFICATE OF FACTS

STATE OF CALIFORNIA }
County of Sacramento } ss.

I, HANG NGUYEN, Interim Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of:

Galt Joint Union Elementary School District, Area 5

did not exceed the number of offices to be filled at the:

November 8, 2022 General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with §§5326 and 5328 of the California Education Code, the following person who was nominated, shall be appointed by the Board at a meeting prior to the day fixed for the election, and shall be seated at the organizational meeting of the Board as if elected at a district election.

<u>Governing Board Member</u>	Number of Positions: 1
	Number of Candidates: 1
	Name(s) of Candidate(s): Annette Kunze

I further certify that the conduct of the election and canvass of the ballots was, in every respect, in accordance with the election laws of the State of California.

IN WITNESS WHEREOF I have set my hand and affixed my official seal on this
7th day of December, 2022, in accordance with the laws of the State of California.



HANG NGUYEN
INTERIM REGISTRAR OF VOTERS
County of Sacramento
State of California



Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: 212.391 Annual Organization of the Board/Election of Officers
Presenter: Lois Yount	Action Item: XX Information Item:

Annual Organization of the Board/Election of Officers*

1. Election of President

The president shall preside at all Board meetings. He/she shall:

- Call the meeting to order at the appointed time.
- Announce the business to come before the Board in its proper order.
- Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act.
- Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference.
- Explain what the effect of a motion would be if it is not clear to every member.
- Restrict discussion to the question when a motion is before the Board.
- Rule on issues of parliamentary procedure.
- Put motions to a vote, and state clearly the results of the vote.
- Be responsible for the orderly conduct of all Board meetings.

2. Election of Vice President

Serve as presiding officer in the absence of the president.

3. Election of Clerk

The duties of the clerk shall be to:

- Certify or attest to actions taken by the Board when required.
- Maintain such other records or reports as required by law.
- Sign the minutes of Board meetings following their approval.
- Sign documents on behalf of the district as directed by the Board.
- Serve as presiding officer in the absence of the president and vice president.
- Perform any other duties assigned by the Board.

**No Board member shall serve more than two consecutive years in the same office. BB 9100 (Board Bylaws)*



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: December 14, 2022	Agenda Item: 212.392 Board Consideration of Approval of Schedule of Regular Meetings and Board Governance Calendar
Presenter: Lois Yount	Action Item: XX Information Item:

The Board shall hold one regular meeting each month except July. Regular meetings shall be held at 7:00 p.m. on the 3rd Wednesday at the Galt City Hall Chamber, 380 Civic Drive, Galt, CA 95632. Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members.

The Board governance calendar provides an overview of when the Board will address important governance matters.

**Galt Joint Union Elementary School District
BOARD OF EDUCATION - 2022-2023 CALENDAR**

August 17, 2022 Regular Meeting

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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FEBRUARY 2023						
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19	20	21	22	23	24	25
26	27	28				

February 15, 2023 Regular Meeting

September 21, 2022 Regular Meeting

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
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MARCH 2023						
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March 15, 2023 Regular Meeting

October 19, 2022 Regular Meeting

OCTOBER 2022						
S	M	T	W	Th	F	S
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APRIL 2023						
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April 19, 2023 Regular Meeting

November 16, 2022 Regular Meeting
November 28, 2022 Special Meeting

NOVEMBER 2022						
S	M	T	W	Th	F	S
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MAY 2023						
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May 17, 2023 Regular Meeting

December 14, 2022 Annual
Organization/Regular Meeting

DECEMBER 2022						
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JUNE 2023						
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June 20, 2023 Special Board Meeting
June 21, 2023 Regular Board Meeting

January 18, 2023

JANUARY 2023						
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JULY 2023						
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30	31					

No Board Meeting

The Board shall hold one regular meeting each month except July. Regular meetings shall be held at 7:00 p.m. on the 3rd Wednesday at the Galt City Hall Chamber, 380 Civic Drive, Galt, CA 95632. Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board Members.

**Galt Joint Union Elementary School District
BOARD OF EDUCATION - 2023-2024 CALENDAR**

August 16, 2023 Regular Meeting

AUGUST 2023						
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FEBRUARY 2024						
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February 21, 2024 Regular Meeting

September 20, 2023 Regular Meeting

SEPTEMBER 2023						
S	M	T	W	Th	F	S
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MARCH 2024						
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March 20, 2024 Regular Meeting

October 18, 2023 Regular Meeting

OCTOBER 2023						
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APRIL 2024						
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April 17, 2024 Regular Meeting

November 15, 2023 Regular Meeting

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MAY 2024						
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May 15, 2024 Regular Meeting

Tentative: December 13, 2023 Annual Organization/Regular Meeting

DECEMBER 2023						
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JUNE 2024						
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Tentative: June 18, 2024 Special Board Meeting
June 19, 2024 Regular Board Meeting

January 17, 2024

JANUARY 2024						
S	M	T	W	Th	F	S
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JULY 2024						
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No Board Meeting

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Galt Joint Union Elementary School District Governance Calendar

Bold items are legal timelines in California.

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
Effective Governance			CSBA events: <ul style="list-style-type: none"> • Masters in Governance • Orientation for board candidates 	Orientation for board candidates	→	CSBA events: <ul style="list-style-type: none"> • Annual Education Conference • Orientation for New Board Members • Board Presidents Workshop 	Annual Board study session to: <ul style="list-style-type: none"> • Review governance team principles, norms and protocols • Board Planning Calendar CSBA events: <ul style="list-style-type: none"> • The Brown Act • Board Presidents Workshop • Institute for New and First-term Board Members • Masters in Governance 					
Setting Direction for the District		Communicate mission/vision/objectives		Discuss priorities and preliminary goals for following year		Report progress on goals to the community	Supt.'s mid-year progress report on goals to the board	Report progress on goals to the community	Every 2-3 years review district vision/mission using an inclusive process	Review Local Control Accountability Plan (LCAP)	Draft LCAP	Approve LCAP Finalize goals and success indicators for coming year and submit to COE by June 30
Student Learning & Achievement	Deadline for adoption of budget and LCAP (July 1)		LCAP Goal setting Identify desired outcomes for students: all student groups	Program Planning <ul style="list-style-type: none"> • Based on goals, identify needs • Approve coordinated program budgets • Engage stakeholders • Revise/draft LCAP 		LCAP Public Budget Forum	LCAP report to board		LCAP report to board	LCAP board study session /public input	LCAP final draft LCAP presented to board	Approve LCAP
		Assessment and accountability reports (California Assessment of Student Performance and Progress [CAASPP]), local multiple measures			Report on district allocations for State and Federal funds		Educational services progress monitoring update Instructional materials adoption cycle/process		Summer school plan Review CalPads enrollment data	Instructional materials adoption recommendations		Approve consolidated application and local education agency plan
		Align district mission/vision and student learning and achievement goals	Opening of school report CAASPP results Public hearing resolution/adoption of sufficient instructional materials		Site plans for student achievement			English Language Proficiency Test Results (ELPAC)				
		Schedule presentations and progress reports regarding student results on local assessment measures, curriculum implementation, and professional development										

Galt Joint Union Elementary School District Governance Calendar

Bold items are legal timelines in California.

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
Finance	LCAP and district budget to COE	Letter from COE (re: budget and LCAP)	Approve Unaudited Actuals	LCAP – COE to SPI	Estimate funding	LCAP revisions Receive audit Approve and certify 1st interim report	Governor proposes state budget CSBA Forecast webcast Staff projects next year's revenues/expenses that align with LCAP goals Report P-1 ADA	Board sets budget year priorities	Approve and certify 2nd interim report	Select independent auditor, as required	Draft/Revise LCAP Governor's May budget revise Report to the board	LCAP update /approval Adopt the budget Legislative budget adoption deadline 6/15
		Staff closes books; defines actuals; determines ending balance Report to the board (Local Control Funding Formula [LCFF] funding estimate) COE approves/disapproves school district budget Report on class-size reduction (K-3; active enrollment count)				Staff projects next year's revenue/expenses	Staff concludes staffing level study					
		Schedule budget study sessions as necessary										
Facilities	Be familiar and current with the district's facilities plan – approve actions as necessary – monitor, review and revise facilities plan as necessary											
Policy	Develop and adopt new policies as necessary or required – review newly adopted policies to determine if having the intended results – review all policies on a regular basis and revise as necessary											
			CSBA Policy Update			CSBA Policy Update	CSBA Policies in Review		CSBA Policy Update	Approve CSBA Policy services		CSBA Policy Update
Judicial Review	Maintain confidentiality on issues that may come before the board – hold hearing and decide appeals to the board as necessary											
Human Resources		Welcome staff back to school					Superintendent's mid-year progress report on goals	Every several years review hiring/evaluation on polices	Lay-off notification to staff by March 15	Staff recognition Evaluate the superintendent		
		Summer layoff deadline August 15								Final layoff deadline May 15	Approve superintendent's contract	
	Provide ongoing climate of support and recognition for superintendent and staff, maintaining confidentiality regarding personnel matters											
Collective Bargaining	Determine implications of LCFF, class size reduction, and the collective bargaining agreement on the district's ability to meet student learning and achievement goals											
	Be familiar with the district's bargaining process as defined in board policy – maintain confidentiality - establish parameters for negotiations – receive reports on negotiations – approve negotiated contracts											
Community Relations	LCAP on website	Develop key messages on LCAP	Attend Back to School Nights Plan to solicit input from parents, students, and community on LCAP			Report/Action to form parent advisory groups	Develop and disseminate key messages about important district topics and issues including progress on LCAP Notice for public input on LCAP (May/June)	Attend Open House Nights at schools	Supt. meets with parent advisory groups Ensure there is a plan in place for communicating with and engaging the community (internal and external) in schools (e.g., LCAP public hearings) Involvement and/or attendance at school and community events (i.e., graduation ceremonies) Develop and disseminate key messages about important district topics and issues including progress on LCAP and the budget			
	Involvement and/or attendance at school and community events.											



Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: 212.393 Board of Trustees Committee Member Reorganization for 2023
Presenter: Lois Yount	Action Item: XX Information Item:

Board members will have an opportunity to make any changes to Board member committee representation.

2022 Committee Members

CAST (City And Schools Together)	Galt Schools JPA (Joint Powers Authority)	Transportation	SCSBA (Sacramento County School Board Association)	Board Policy Committee
Meets as needed. Typically four times per year. Time: 5:30 p.m. Location: To Be Determined	Meets quarterly – 2 nd Monday in January, March, June & September (additional meetings called as needed) Time: 5:30 p.m. Location: GJUESD District Office	Meetings quarterly	Meets semi-annually in March and October	Meets as needed
This committee communicates and collaborates concerning Galt youth matters, opportunities, and partnerships. The committee is composed of 2 Galt City Council members, 2 Galt High School District members, 2 Galt Elementary School District members, the Galt city manager, and school district superintendents.	The Galt Schools JPA was formed in 1991 between the elementary and high school districts to finance the costs of school facilities required for enrollments generated by new residential development. On April 1, 2020, the JPA bonds were refinanced, and the new payoff date is November 1, 2023	This committee represents the Galt High School District and the Galt Elementary School District to discuss transportation matters.	This association brings together school governing board members and the Sacramento County Office of Education on behalf of Sacramento County children as needed.	This committee prepares Galt Elementary School District's new policies or existing revised policies for board consideration.
2022 Members				
Grace Malson	Thomas Silva	Casey Raboy	Traci Skinner	Grace Malson
Wesley Cagle	Traci Skinner	Traci Skinner		
2022 Alternate Members				
Casey Raboy	Grace Malson	Thomas Silva		



Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: 212.394 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
Presenter: Lois Yount	Action Item: Information Item: XX

This is an opportunity for the Board to review resources and discuss governance roles and responsibilities.



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.
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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.



Bylaw 9005: Governance Standards

Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)

(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus

2. Value, support and advocate for public education

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community

4. Act with dignity, and understand the implications of demeanor and behavior

5. Keep confidential matters confidential

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

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff

(cf. 2110- Superintendent Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individuals

(cf. 9200 - Limits of Board Member Authority)

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students

2. Communicate a common vision

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

3. Operate openly, with trust and integrity

4. Govern in a dignified and professional manner, treating everyone with civility and respect

5. Govern within Board-adopted policies and procedures

(cf. 9310 - Board Policies)

6. Take collective responsibility for the Board's performance

7. Periodically evaluate its own effectiveness

(cf. 9400 - Board Self-Evaluation)

8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations

(cf. 1220 - Citizen Advisory Committees)

(cf. 9323 - Meeting Conduct)

PUBLIC OVERSIGHT OF LOCAL GOVERNMENT IS THE FOUNDATION OF AMERICAN DEMOCRACY.

Nowhere is this more evident than in our public schools, where local boards of education are entrusted by their diverse communities to uphold the Constitution, protect the public interest in schools and ensure that a high quality education is provided to each student. To maximize the public's confidence in local government, our local boards must govern responsibly and effectively.



CSBA
PROFESSIONAL GOVERNANCE STANDARDS

for School Boards



THE CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA), representing nearly 1,000 local school districts and county boards of education, recognizes there are certain fundamental principles involved in governing responsibly and effectively. These principles — or Professional Governance Standards — reflect consensus among hundreds of board members, superintendents and other educational leaders throughout the state.

These Professional Governance Standards describe the three components vital to effective school governance:

- 1 the attributes of an effective **individual trustee**,
- 2 the attributes of an effective governing **board**, and
- 3 the **specific jobs** the board performs in its governance role.

The intent of these standards is to enhance the public's understanding about the critical responsibilities of local boards and to support boards in their efforts to govern effectively.

3251 Beacon Boulevard
West Sacramento, CA 95691
800.266.3382 | FAX: 916.371.3407
www.csba.org

11/2021



1 THE INDIVIDUAL TRUSTEE

In California's public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

TO BE EFFECTIVE, AN INDIVIDUAL TRUSTEE:

- » Keeps learning and achievement for *all* students as the primary focus.
- » Values, supports and advocates for public education.
- » Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- » Acts with dignity, and understands the implications of demeanor and behavior.
- » Keeps confidential matters confidential.
- » Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- » Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- » Understands that authority rests with the board as a whole and not with individuals.

2 THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a "governance team." This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

TO OPERATE EFFECTIVELY, THE BOARD MUST HAVE A UNITY OF PURPOSE AND:

- » Keep the district focused on learning and achievement for all students.
- » Communicate a common vision.
- » Operate openly, with trust and integrity.
- » Govern in a dignified and professional manner, treating everyone with civility and respect.
- » Govern within board-adopted policies and procedures.
- » Take collective responsibility for the board's performance.
- » Periodically evaluate its own effectiveness.
- » Ensure opportunities for the diverse range of views in the community to inform board deliberations.

3 THE BOARD'S JOBS

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

EFFECTIVE BOARDS:

- » Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- » Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- » Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- » Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- » Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- » Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district.
- » Ensure that a safe and appropriate educational environment is provided to all students.
- » Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- » Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.



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Board Meeting Agenda Item Information

Meeting Date: December 14, 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. District Reading Assessments (DRA) Data: First Trimester

LCAP GOAL 2

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

1. School Climate Survey Results
2. School Calendar Survey

OTHER REPORTS

1. Schoolworks Demographic Report
2. California Schools Board Association (CSBA) Annual Education Conference (AEC)



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. District Reading Assessments (DRA) Data: First Trimester

Claudia Del Toro-Anguiano, Curriculum Director

Board Meeting

December 2022

District Reading Assessments (DRA) End of First Trimester Results, Fall 2022

The District Reading Assessment (DRA) is a foundational skills reading test which includes phonological awareness, reading fluency and reading accuracy. The results assist with the identification of specific reading skills mastered as well as reading skills that may require additional analysis.

LCAP Goal 1: DRA results to increase by 10% each year

The table below indicates the percent of students in Grades K-3 who met/exceeded all end of the trimester reading benchmarks:

Fall 2022	Overall	Kinder	First	Second	Third
District	58%	56%	56%	54%	64%
Greer	50%	24%	60%	47%	67%
Lake Canyon	62%	77%	59%	48%	63%
Marengo Ranch	64%	73%	52%	58%	72%
River Oaks	55%	63%	40%	62%	57%
Valley Oaks	58%	48%	69%	57%	58%

The table below indicates the percent of students (cohorts) who met/exceeded all end of the trimester reading benchmarks in spring of 2022, current fall of 2022 status, as well as the projected spring of 2023 target:

District	Spring 2022	Fall 2022 Status	Winter 2022 Progress	Spring 2023 Target
Kinder	61%			
First	53%	56%	TBD	71%
Second	53%	54%	TBD	63%
Third	NA	64%	TBD	63%

Greer	Spring 2022	Fall 2022 Status	Winter 2022 Progress	Spring 2023 Target
Kinder	35%			
First	66%	60%	TBD	45%
Second	48%	47%	TBD	76%
Third	NA	67%	TBD	58%

Lake Canyon	Spring 2022	Fall 2022 Status	Winter 2022 Progress	Spring 2023 Target
Kinder	57%			
First	38%	59%	TBD	67%
Second	47%	48%	TBD	48%
Third	NA	63%	TBD	57%

Marengo Ranch	Spring 2022	Fall 2022 Status	Winter 2022 Progress	Spring 2023 Target
Kinder	76%			
First	38%	52%	TBD	86%
Second	58%	58%	TBD	48%
Third	NA	72%	TBD	68%

River Oaks	Spring 2022	Fall 2022 Status	Winter 2022 Progress	Spring 2023 Target
Kinder	59%			
First	50%	40%	TBD	69%
Second	67%	62%	TBD	60%
Third	NA	57%	TBD	77%

Valley Oaks	Spring 2022	Fall 2022 Status	Winter 2022 Progress	Spring 2023 Target
Kinder	75%			
First	74%	69%	TBD	85%
Second	47%	57%	TBD	84%
Third	NA	58%	TBD	57%

Percentage of Student Groups Meeting all Fall 2022 DRA Benchmarks

	Overall	White	Latino	EL	SPED	SED	RFEP
District	58%	63%	53%	47%	43%	53%	80%
Greer	50%	52%	48%	32%	40%	46%	100%
Lake Canyon	62%	72%	51%	35%	32%	52%	100%
Marengo Ranch	64%	66%	62%	47%	52%	58%	50%
River Oaks	55%	65%	45%	38%	49%	52%	86%
Valley Oaks	58%	56%	58%	62%	45%	58%	67%

Greer	Overall	White	Latino	EL	SPED	SED	RFEP
Kinder	24%	22%	23%	18%	23%	20%	na
First	60%	62%	59%	43%	38%	59%	100%
Second	48%	52%	44%	28%	55%	42%	100%
Third	67%	67%	64%	44%	46%	58%	100%

Lake Canyon	Overall	White	Latino	EL	SPED	SED	RFEP
Kinder	77%	88%	68%	50%	38%	69%	na
First	59%	68%	48%	50%	29%	56%	na
Second	48%	69%	37%	25%	36%	39%	na
Third	63%	68%	51%	20%	27%	45%	100%

Marengo Ranch	Overall	White	Latino	EL	SPED	SED	RFEP
Kinder	73%	69%	71%	33%	44%	65%	na
First	52%	59%	47%	50%	50%	46%	0%
Second	58%	60%	57%	50%	50%	54%	100%
Third	72%	81%	70%	46%	58%	65%	100%

River Oaks	Overall	White	Latino	EL	SPED	SED	RFEP
Kinder	63%	79%	53%	47%	50%	65%	na
First	40%	47%	31%	26%	17%	36%	na
Second	60%	54%	65%	54%	57%	62%	100%
Third	57%	84%	40%	27%	53%	48%	80%

Valley Oaks	Overall	White	Latino	EL	SPED	SED	RFEP
Kinder	48%	0%	50%	64%	63%	49%	na
First	69%	75%	67%	74%	65%	66%	na
Second	57%	29%	60%	55%	22%	59%	100%
Third	58%	75%	54%	56%	23%	57%	50%



LCAP GOAL 2

LCAP GOAL 2

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

1. School Climate Survey Results

Lois Yount, Superintendent

2. School Calendar Survey

Lois Yount, Superintendent

SCHOOL CLIMATE SURVEY RESULTS: STUDENTS

Lake Canyon Elementary School Student Responses: 145 Percentage that responded, "Yes, all of the time or most of the time."		
Questions	5th	6th
1. Do the teachers and other grown-ups at school care about you?	72%	73%
2. Do you feel close to the people at your school?	72%	70%
3. Do you feel safe at your school?	64%	64%
4. Do you get really bored at your school?	48%	48%
5. Do the teachers and other grown-ups at school ask about your ideas?	46%	46%
6. Do your teachers ask you what you want to learn about?	33%	27%
7. Do you feel proud to belong to your school?	81%	63%
8. Do the teachers and other grown-ups from your school check on how you are feeling?	67%	64%
9. Does your school help students resolve conflicts with one another?	64%	73%
10. Is your school building neat and clean?	64%	77%

Greer Elementary School Student Responses: 79 Percentage that responded, "Yes, all of the time or most of the time."		
Questions	5th	6th
1. Do the teachers and other grown-ups at school care about you?	83%	86%
2. Do you feel close to the people at your school?	59%	66%
3. Do you feel safe at your school?	89%	76%
4. Do you get really bored at your school?	60%	49%
5. Do the teachers and other grown-ups at school ask about your ideas?	25%	49%
6. Do your teachers ask you what you want to learn about?	21%	20%
7. Do you feel proud to belong to your school?	69%	52%
8. Do the teachers and other grown-ups from your school check on how you are feeling?	52%	44%
9. Does your school help students resolve conflicts with one another?	76%	65%
10. Is your school building neat and clean?	79%	70%

SCHOOL CLIMATE SURVEY RESULTS: STUDENTS

Marengo Ranch Elementary School Student Responses: 135 Percentage that responded, "Yes, all of the time or most of the time."		
Questions	5th	6th
1. Do the teachers and other grown-ups at school care about you?	88%	87%
2. Do you feel close to the people at your school?	71%	67%
3. Do you feel safe at your school?	87%	83%
4. Do you get really bored at your school?	36%	42%
5. Do the teachers and other grown-ups at school ask about your ideas?	39%	49%
6. Do your teachers ask you what you want to learn about?	22%	18%
7. Do you feel proud to belong to your school?	80%	70%
8. Do the teachers and other grown-ups from your school check on how you are feeling?	46%	47%
9. Does your school help students resolve conflicts with one another?	79%	77%
10. Is your school building neat and clean?	88%	87%

River Oaks Elementary School Student Responses: 115 Percentage that responded, "Yes, all of the time or most of the time."		
Questions	5th	6th
1. Do the teachers and other grown-ups at school care about you?	93%	78%
2. Do you feel close to the people at your school?	68%	65%
3. Do you feel safe at your school?	90%	91%
4. Do you get really bored at your school?	22%	32%
5. Do the teachers and other grown-ups at school ask about your ideas?	40%	57%
6. Do your teachers ask you what you want to learn about?	26%	34%
7. Do you feel proud to belong to your school?	84%	69%
8. Do the teachers and other grown-ups from your school check on how you are feeling?	58%	66%
9. Does your school help students resolve conflicts with one another?	78%	85%
10. Is your school building neat and clean?	85%	90%

SCHOOL CLIMATE SURVEY RESULTS: STUDENTS

Valley Oaks Elementary School Student Responses: 144 Percentage that responded, "Yes, all of the time or most of the time."		
Questions	5th	6th
1. Do the teachers and other grown-ups at school care about you?	81%	85%
2. Do you feel close to the people at your school?	64%	62%
3. Do you feel safe at your school?	80%	80%
4. Do you get really bored at your school?	59%	50%
5. Do the teachers and other grown-ups at school ask about your ideas?	44%	65%
6. Do your teachers ask you what you want to learn about?	16%	28%
7. Do you feel proud to belong to your school?	68%	73%
8. Do the teachers and other grown-ups from your school check on how you are feeling?	54%	54%
9. Does your school help students resolve conflicts with one another?	70%	75%
10. Is your school building neat and clean?	77%	61%

McCaffrey Middle School Student Responses: 617 Percentage that responded, "Yes, all of the time or most of the time."		
Questions	7th	8th
1. Do the teachers and other grown-ups at school care about you?	75%	77%
2. Do you feel close to the people at your school?	58%	66%
3. Do you feel safe at your school?	67%	71%
4. Do you get really bored at your school?	55%	50%
5. Do the teachers and other grown-ups at school ask about your ideas?	41%	40%
6. Do your teachers ask you what you want to learn about?	18%	20%
7. Do you feel proud to belong to your school?	58%	53%
8. Do the teachers and other grown-ups from your school check on how you are feeling?	31%	37%
9. Does your school help students resolve conflicts with one another?	59%	53%
10. Is your school building neat and clean?	69%	63%

SCHOOL CLIMATE SURVEY RESULTS: PARENTS

Lake Canyon Elementary School Parent Responses: 152 Percentage that Strongly Agree and Agree	
1. Parents feel welcome at this school.	98%
2. Teachers communicate with parents about students' progress in school.	93%
3. This school treats all students with respect.	93%
4. This school motivates students to learn.	95%
5. This school has adults who really care about students.	96%
6. This school encourages students to care about how others feel.	89%
7. This school is a safe place for my child.	97%
8. This school enforces rules equally for my child and all students.	78%
9. My child's teachers are responsive to my child's social and emotional needs.	95%
10. This school is clean and well-maintained.	95%

Greer Elementary School Parent Responses: 84 Percentage that Strongly Agree and Agree	
1. Parents feel welcome at this school.	95%
2. Teachers communicate with parents about students' progress in school.	94%
3. This school treats all students with respect.	93%
4. This school motivates students to learn.	94%
5. This school has adults who really care about students.	97%
6. This school encourages students to care about how others feel.	88%
7. This school is a safe place for my child.	100%
8. This school enforces rules equally for my child and all students.	81%
9. My child's teachers are responsive to my child's social and emotional needs.	87%
10. This school is clean and well-maintained.	96%

SCHOOL CLIMATE SURVEY RESULTS: PARENTS

<u>Marengo Ranch Elementary School</u> Parent Responses: 107 Percentage that Strongly Agree and Agree	
1. Parents feel welcome at this school.	93%
2. Teachers communicate with parents about students' progress in school.	84%
3. This school treats all students with respect.	92%
4. This school motivates students to learn.	90%
5. This school has adults who really care about students.	94%
6. This school encourages students to care about how others feel.	85%
7. This school is a safe place for my child.	94%
8. This school enforces rules equally for my child and all students.	82%
9. My child's teachers are responsive to my child's social and emotional needs.	82%
10. This school is clean and well-maintained.	97%

<u>River Oaks Elementary School</u> Parent Responses: 107 Percentage that Strongly Agree and Agree	
1. Parents feel welcome at this school.	89%
2. Teachers communicate with parents about students' progress in school.	92%
3. This school treats all students with respect.	82%
4. This school motivates students to learn.	87%
5. This school has adults who really care about students.	88%
6. This school encourages students to care about how others feel.	73%
7. This school is a safe place for my child.	94%
8. This school enforces rules equally for my child and all students.	77%
9. My child's teachers are responsive to my child's social and emotional needs.	88%
10. This school is clean and well-maintained.	97%

SCHOOL CLIMATE SURVEY RESULTS: PARENTS

Valley Oaks Elementary School Parent Responses: 72 Percentage that Strongly Agree and Agree	
1. Parents feel welcome at this school.	88%
2. Teachers communicate with parents about students' progress in school.	92%
3. This school treats all students with respect.	87%
4. This school motivates students to learn.	92%
5. This school has adults who really care about students.	87%
6. This school encourages students to care about how others feel.	80%
7. This school is a safe place for my child.	89%
8. This school enforces rules equally for my child and all students.	80%
9. My child's teachers are responsive to my child's social and emotional needs.	89%
10. This school is clean and well-maintained.	92%

Fairsite Elementary & Early Learning Center Parent Responses: 43 Percentage that Strongly Agree and Agree	
1. Parents feel welcome at this school.	93%
2. Teachers communicate with parents about students' progress in school.	84%
3. This school treats all students with respect.	93%
4. This school motivates students to learn.	90%
5. This school has adults who really care about students.	93%
6. This school encourages students to care about how others feel.	88%
7. This school is a safe place for my child.	95%
8. This school enforces rules equally for my child and all students.	86%
9. My child's teachers are responsive to my child's social and emotional needs.	86%
10. This school is clean and well-maintained.	91%

SCHOOL CLIMATE SURVEY RESULTS: PARENTS

McCaffrey Middle School Parent Responses: 129 Percentage that Strongly Agree and Agree	
1. Parents feel welcome at this school.	78%
2. Teachers communicate with parents about students' progress in school.	72%
3. This school treats all students with respect.	69%
4. This school motivates students to learn.	75%
5. This school has adults who really care about students.	76%
6. This school encourages students to care about how others feel.	62%
7. This school is a safe place for my child.	71%
8. This school enforces rules equally for my child and all students.	68%
9. My child's teachers are responsive to my child's social and emotional needs.	68%
10. This school is clean and well-maintained.	89%

SCHOOL CLIMATE SURVEY RESULTS: STAFF

<u>Lake Canyon Elementary School</u> Staff Responses: 30 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	100%
2. This school motivates students to learn.	100%
3. This school is a safe place for students.	100%
4. This school is a supportive and inviting place to work.	90%
5. This school promotes trust and collegiality among staff.	80%
6. Adults who work at this school feel a responsibility to improve this school.	96%
7. This school is clean and well-maintained.	94%
8. Adults who work at this school really care about students.	100%
9. Parents feel welcome to participate at this school.	90%
10. This school helps students resolve conflicts with one another.	90%

<u>Greer Elementary School</u> Staff Responses: 59 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	94%
2. This school motivates students to learn.	93%
3. This school is a safe place for students.	97%
4. This school is a supportive and inviting place to work.	93%
5. This school promotes trust and collegiality among staff.	90%
6. Adults who work at this school feel a responsibility to improve this school.	91%
7. This school is clean and well-maintained.	95%
11. Adults who work at this school really care about students.	97%
12. Parents feel welcome to participate at this school.	79%
13. This school helps students resolve conflicts with one another.	92%

SCHOOL CLIMATE SURVEY RESULTS: STAFF

<u>Marengo Ranch Elementary School</u> Staff Responses: 38 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	100%
2. This school motivates students to learn.	98%
3. This school is a safe place for students.	100%
4. This school is a supportive and inviting place to work.	98%
5. This school promotes trust and collegiality among staff.	92%
6. Adults who work at this school feel a responsibility to improve this school.	95%
7. This school is clean and well-maintained.	98%
8. Adults who work at this school really care about students.	98%
9. Parents feel welcome to participate at this school.	92%
10. This school helps students resolve conflicts with one another.	87%

<u>River Oaks Elementary School</u> Staff Responses: 42 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	98%
2. This school motivates students to learn.	95%
3. This school is a safe place for students.	98%
4. This school is a supportive and inviting place to work.	88%
5. This school promotes trust and collegiality among staff.	81%
6. Adults who work at this school feel a responsibility to improve this school.	88%
7. This school is clean and well-maintained.	100%
8. Adults who work at this school really care about students.	98%
9. Parents feel welcome to participate at this school.	86%
10. This school helps students resolve conflicts with one another.	83%

SCHOOL CLIMATE SURVEY RESULTS: STAFF

<u>Valley Oaks Elementary School</u> Staff Responses: 36 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	98%
2. This school motivates students to learn.	95%
3. This school is a safe place for students.	89%
4. This school is a supportive and inviting place to work.	67%
5. This school promotes trust and collegiality among staff.	55%
6. Adults who work at this school feel a responsibility to improve this school.	80%
7. This school is clean and well-maintained.	52%
8. Adults who work at this school really care about students.	98%
9. Parents feel welcome to participate at this school.	75%
10. This school helps students resolve conflicts with one another.	72%

<u>Fairsite Elementary & Early Learning Center</u> Staff Responses: 36 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	95%
2. This school motivates students to learn.	100%
3. This school is a safe place for students.	95%
4. This school is a supportive and inviting place to work.	72%
5. This school promotes trust and collegiality among staff.	64%
6. Adults who work at this school feel a responsibility to improve this school.	72%
7. This school is clean and well-maintained.	53%
8. Adults who work at this school really care about students.	95%
9. Parents feel welcome to participate at this school.	83%
10. This school helps students resolve conflicts with one another.	86%

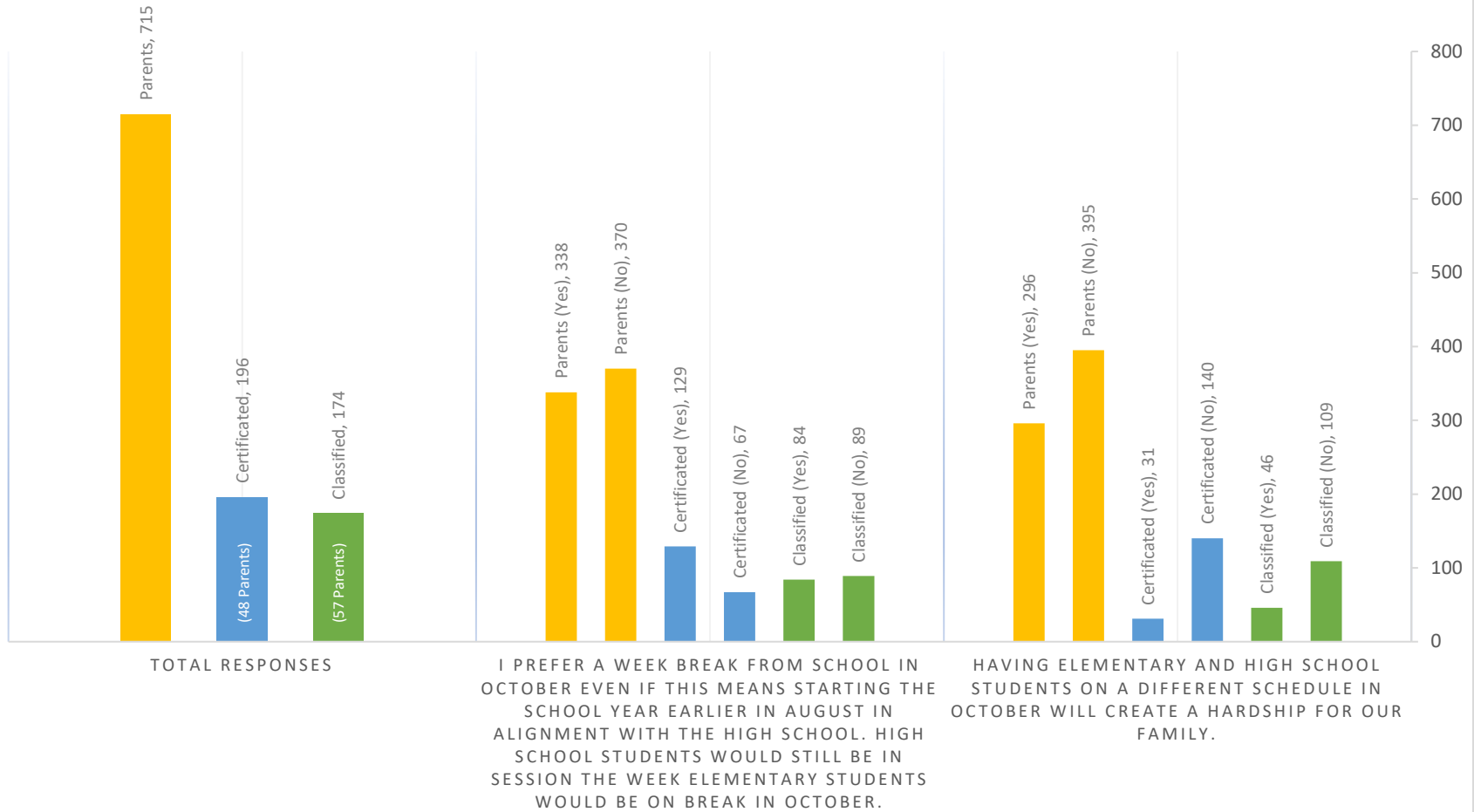
SCHOOL CLIMATE SURVEY RESULTS: STAFF

<u>McCaffrey Middle School</u> Staff Responses: 56 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	95%
2. This school motivates students to learn.	95%
3. This school is a safe place for students.	95%
4. This school is a supportive and inviting place to work.	82%
5. This school promotes trust and collegiality among staff.	72%
6. Adults who work at this school feel a responsibility to improve this school.	73%
7. This school is clean and well-maintained.	73%
8. Adults who work at this school really care about students.	95%
9. Parents feel welcome to participate at this school.	68%
10. This school helps students resolve conflicts with one another.	84%

<u>District, Maintenance, Operations</u> Staff Responses: 20 Percentage that Strongly Agree and Agree	
1. This school is a supportive and inviting place for students to learn.	90%
2. This school motivates students to learn.	85%
3. This school is a safe place for students.	90%
4. This school is a supportive and inviting place to work.	85%
5. This school promotes trust and collegiality among staff.	85%
6. Adults who work at this school feel a responsibility to improve this school.	85%
7. This school is clean and well-maintained.	90%
8. Adults who work at this school really care about students.	95%
9. Parents feel welcome to participate at this school.	N/A
10. This school helps students resolve conflicts with one another.	N/A

SCHOOL DISTRICT CALENDAR SURVEY

■ Parents (Yes)
 ■ Parents (No)
 ■ Certificated (Yes)
 ■ Certificated (No)
 ■ Classified (Yes)
 ■ Classified (No)





OTHER REPORTS

OTHER REPORTS

1. Schoolworks Demographic Report

Lois Yount, Superintendent

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

Lois Yount, Superintendent

Galt Joint Union Elementary School District



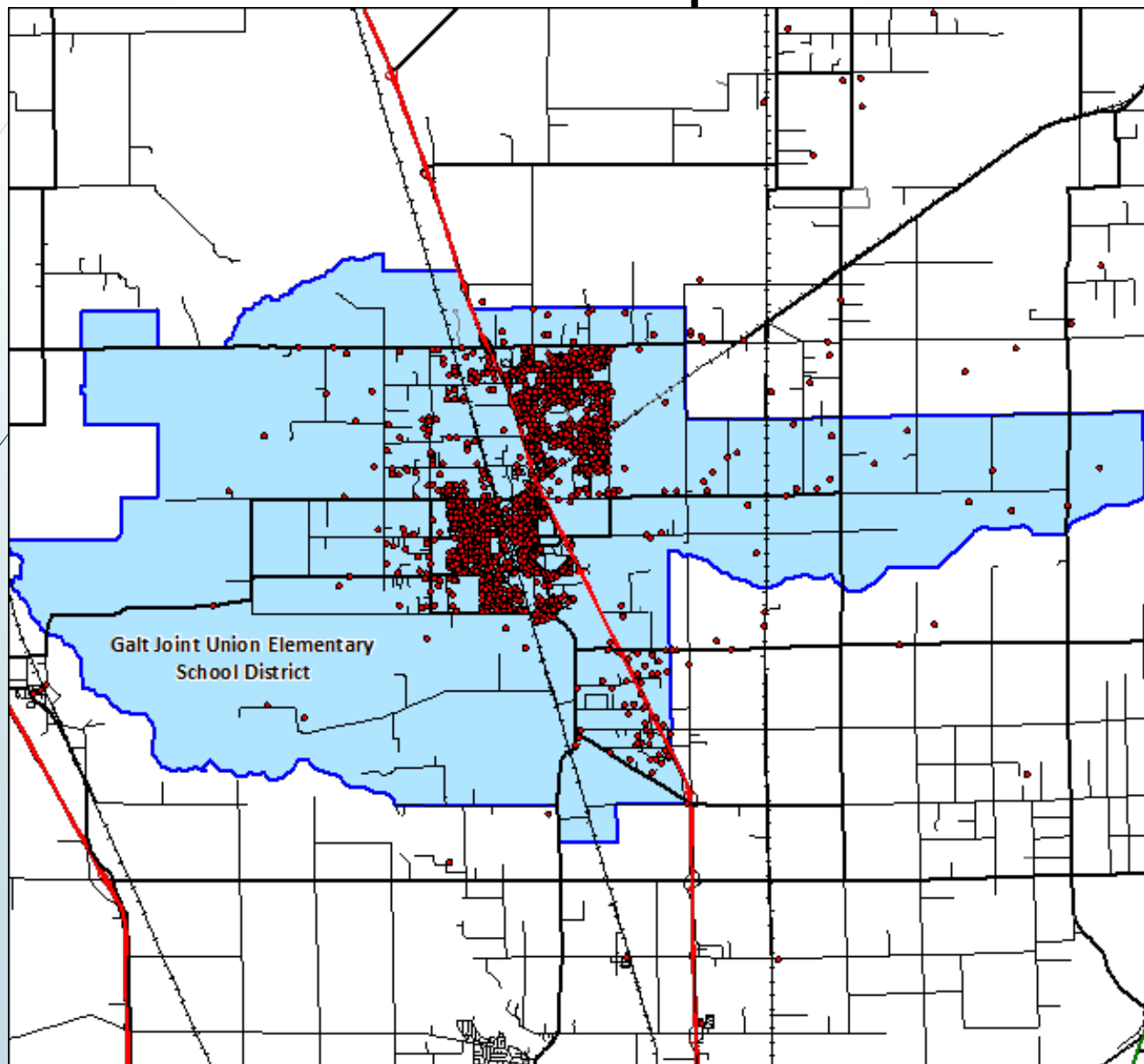
2022/23 Demographics Report

Presented by: Ken Reynolds

Executive Summary:

- ▶ 2022 enrollment was up 70 students over last year
- ▶ TK expanded to 5 months of eligibility – net increase of 37 over last year
- ▶ Projections show a slight growth the next three years and then a decline the following three years
- ▶ 711 new homes projected to be occupied over the next 6 years
- ▶ Projected increase of 73 students next year, and a total projected decrease of 106 students over the next 6 years

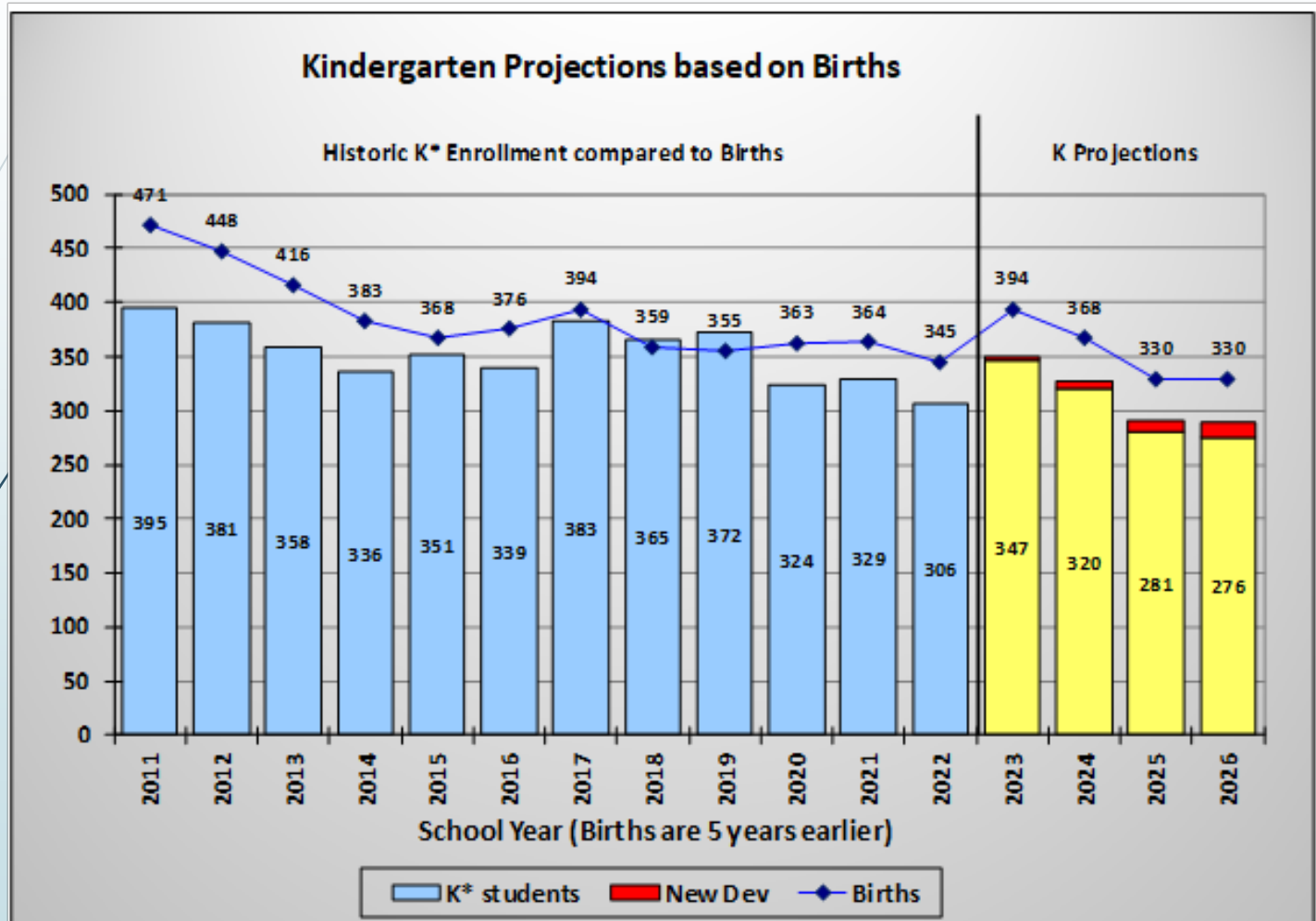
District Map



Birth rates & TK/K Projections:

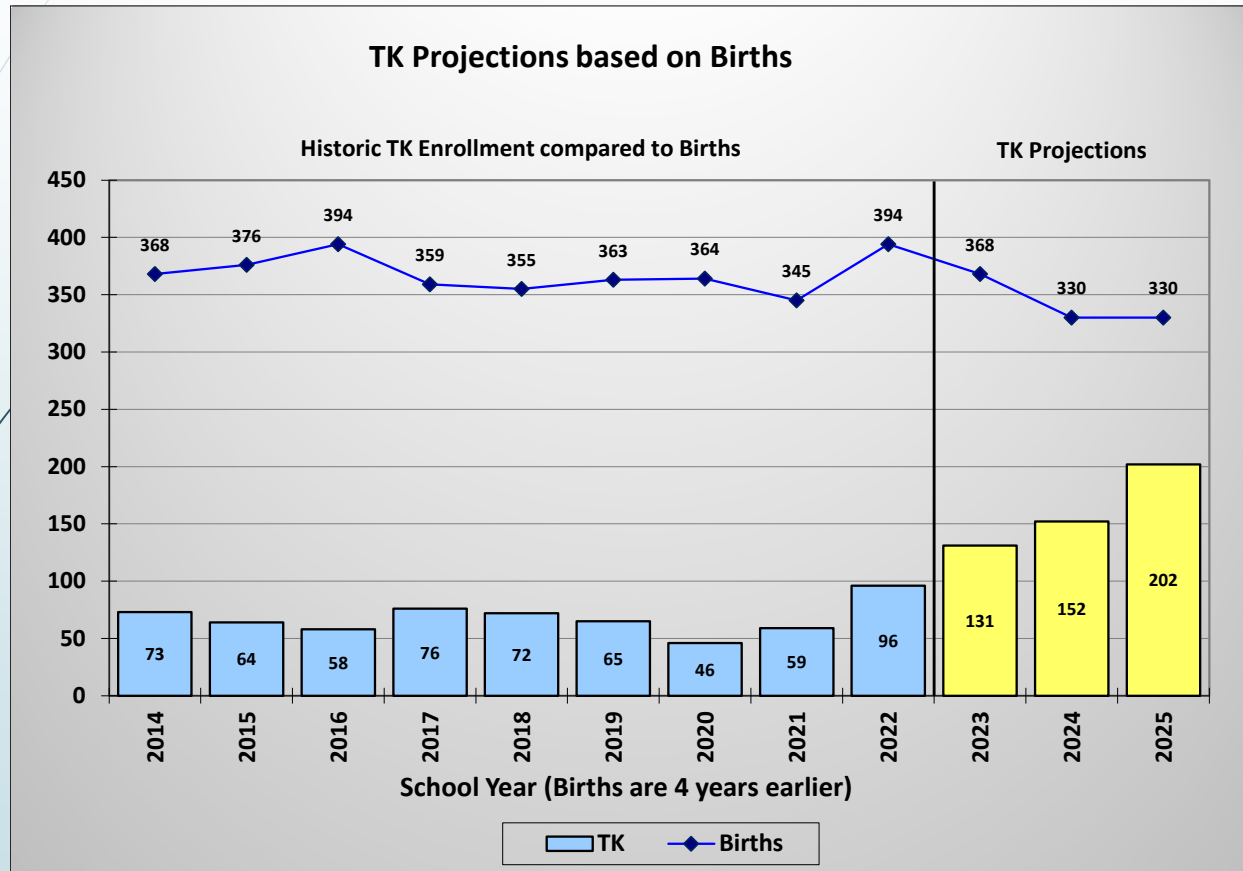
- The numbers of births (blue line) and the number of kindergarten students (blue bars) five years later are shown on the next chart.
- The yellow bars show the projected K students for the next 4 years. The red portions of the bars show the K students anticipated from new housing units.
- The numbers vary from year to year with an average of 314 Kindergarten students per year.
- This year there were 306 grade K students and next year is projected to be 350 based on the births and impacts of new housing.
- TK is projected to increase over the next three years as the program expands to all 4 year olds.

Historic Birth Rates



*Kindergarten Totals may include some Transitional Kindergarten students for some of the past years to more accurately correlate a 12-month period of births to a 12-month period of enrollment.

TK Projections

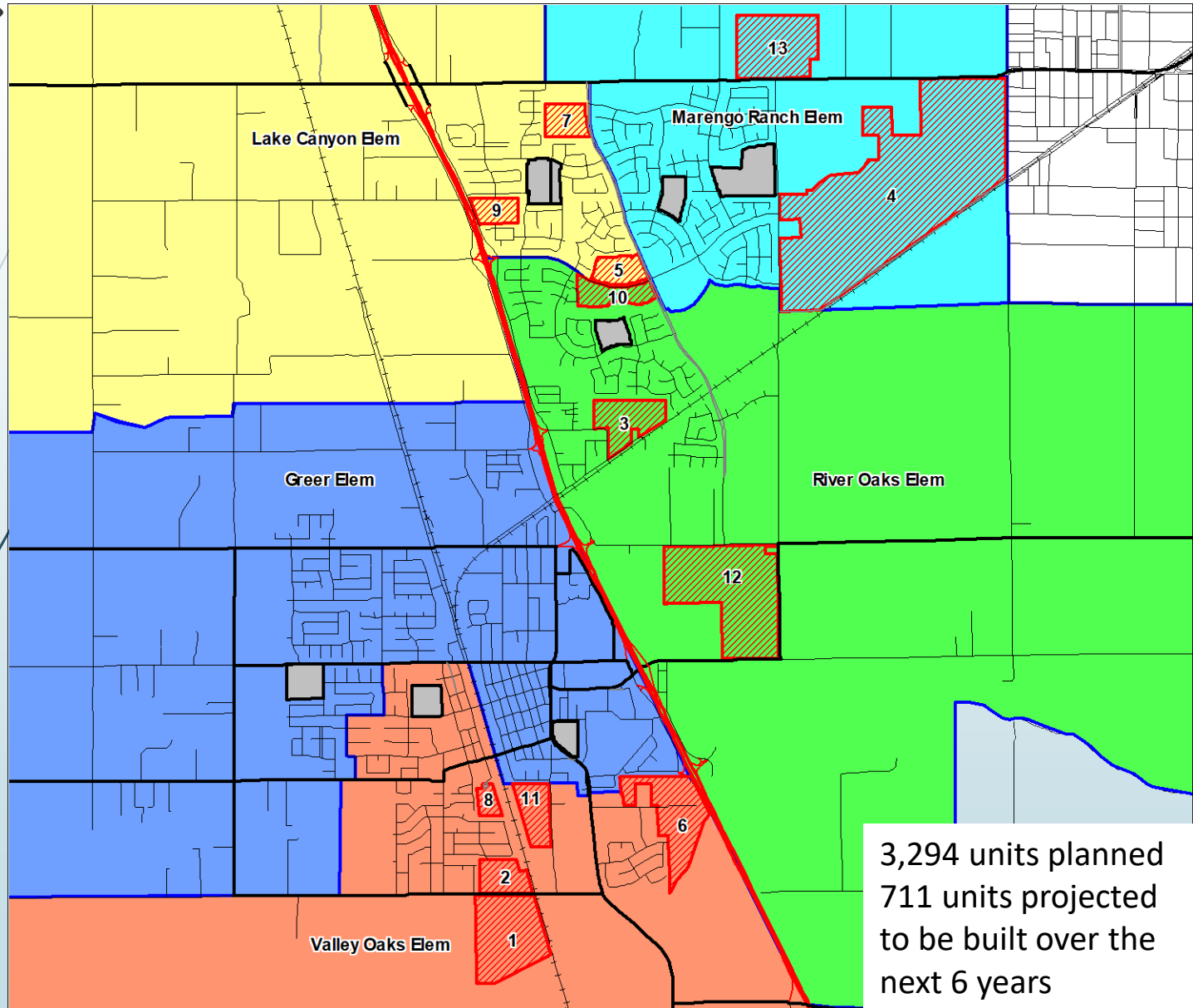


New Development:

- ▶ The map on the next page shows the planned new housing developments in red shaded areas.
- ▶ Of the 3,202 units planned, we are projecting 683 to be occupied in the next 6 years.
- ▶ New Development is anticipated to generate 0.458 TK-8 students per housing unit.

New Developments

8

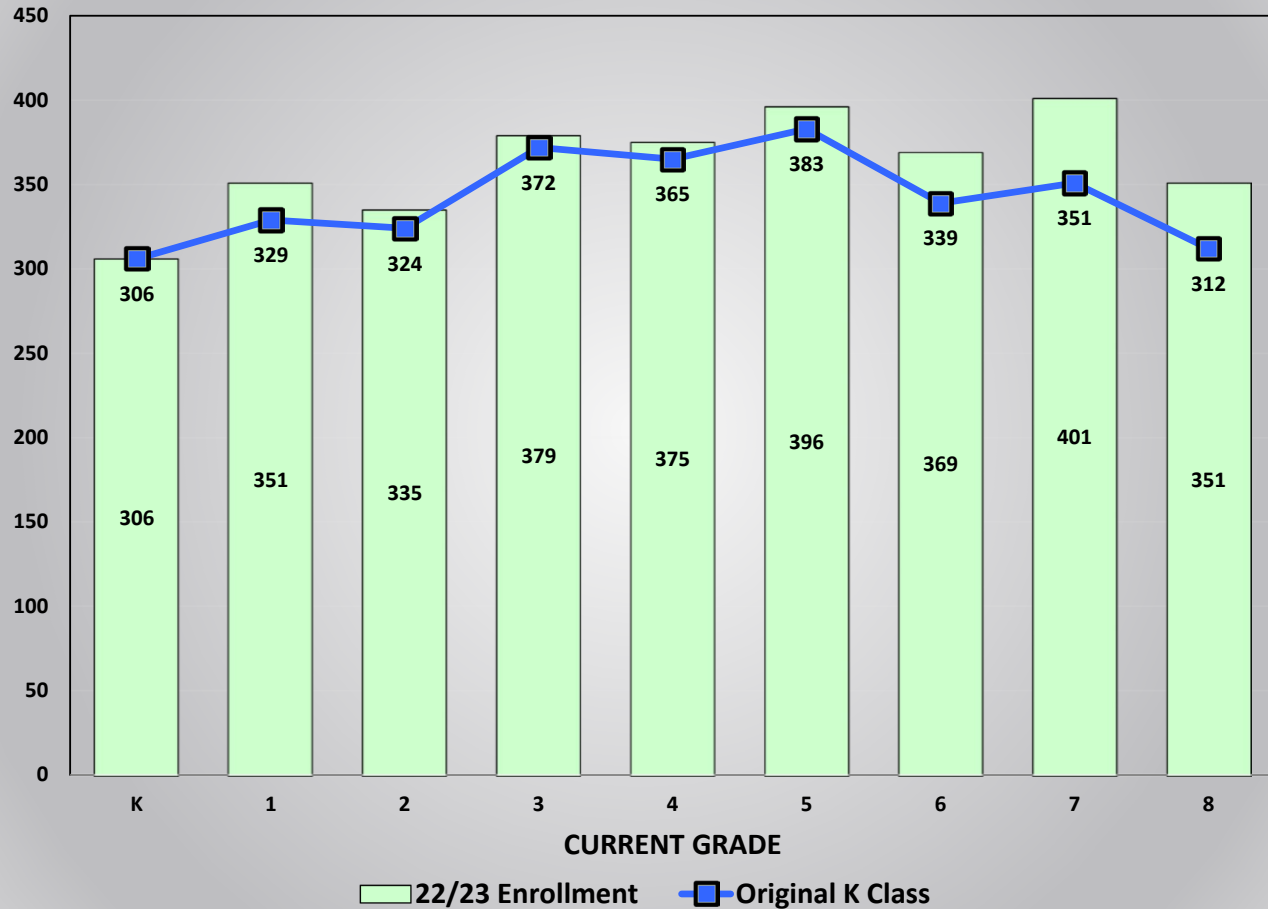


3,294 units planned
711 units projected
to be built over the
next 6 years

Mobility Impacts:

- The green bars on the next page show the current enrollment by grade.
- The enrollment for each class when that grade started Kindergarten is shown on the blue line.
- Comparing the current enrollment to the original K class indicates the changes that occur over time to the class size.
- The current classes are similar in size or larger than the original K class.
- This chart also shows which classes are larger or smaller than others. Grade 7 is the largest class this year and kindergarten is the smallest class.

Cohort Change Since Kindergarten



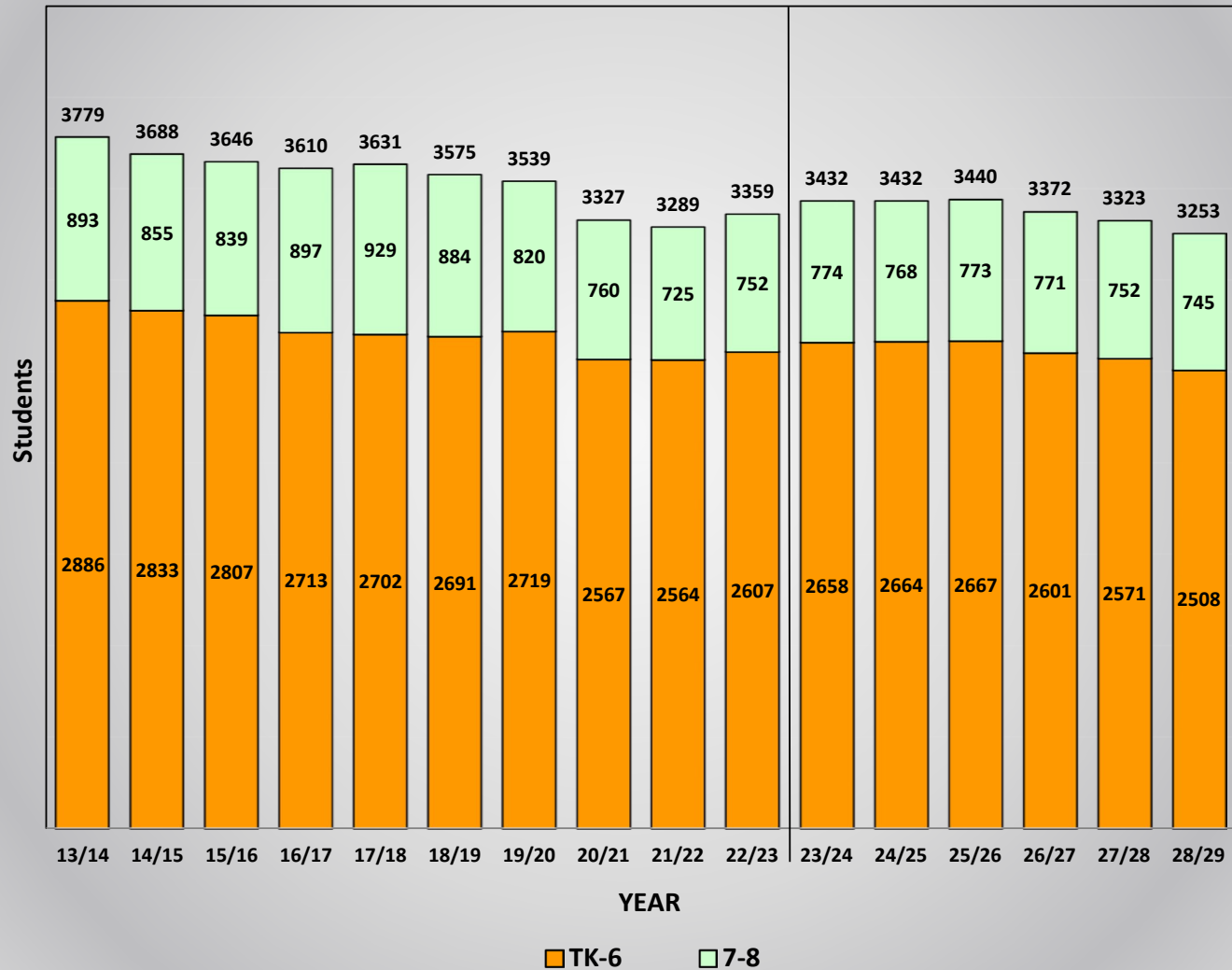
Enrollment Projections:

- The next page shows the enrollment history over the last 10 years and the projections for the next 6 years.
- Grades TK-6 are shown in orange and grades 7-8 in green.
- The enrollment has been declining but was up this year. The next three years will see an increase as TK becomes a full grade. The last three years show a decline as the incoming K students is projected to decrease.
- The enrolment increased 70 students this year and is projected to increase 73 students next year.

District Enrollment Projections

12

10 Year Enrollment History & 6 Year Enrollment Projection



6 Year Projections

Galt Joint Union Elementary School District Enrollment Projection Summary by School							
	Current Enrollment						
<u>School</u>	<u>22/23</u>	<u>23/24</u>	<u>24/25</u>	<u>25/26</u>	<u>26/27</u>	<u>27/28</u>	<u>28/29</u>
Fairsite Elem	96	131	152	202	198	195	193
Lake Canyon Elem	511	503	505	506	505	513	530
Marengo Ranch Elem	449	447	423	400	371	371	358
River Oaks Elem	535	534	537	532	518	512	497
Valley Oaks Elem	504	511	524	519	498	485	464
Greer Elem	512	532	523	508	511	495	466
Elementary Totals	2,607	2,658	2,664	2,667	2,601	2,571	2,508
McCaffrey Middle	752	774	768	773	771	752	745
Middle Totals	752	774	768	773	771	752	745
District Totals	3,359	3,432	3,432	3,440	3,372	3,323	3,253
Annual Change		73	0	8	-68	-49	-70

2023 Projections

Galt Joint Union Elementary School District

Enrollment Projections

YEAR 23/24, 1 Year Proj.

<u>School</u>	<u>TK</u>	<u>K</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>TOTAL</u>
Fairsite Elem	131	0	0	0	0	0	0	0	0	0	131
Lake Canyon Elem	0	63	72	55	82	79	72	80	0	0	503
Marengo Ranch Elem	0	44	59	62	45	77	78	82	0	0	447
River Oaks Elem	0	73	76	78	71	81	89	66	0	0	534
Valley Oaks Elem	0	92	35	77	60	82	86	79	0	0	511
Greer Elem	0	78	76	88	87	68	55	80	0	0	532
McCaffrey Middle	0	0	0	0	0	0	0	0	374	400	774
Totals	131	350	318	360	345	387	380	387	374	400	3,432
Current CalPADS	96	306	351	335	379	375	396	369	401	351	3,359
Net Change	35	44	-33	25	-34	12	-16	18	-27	49	73
Cohort Change			12	9	10	8	5	-9	5	-1	

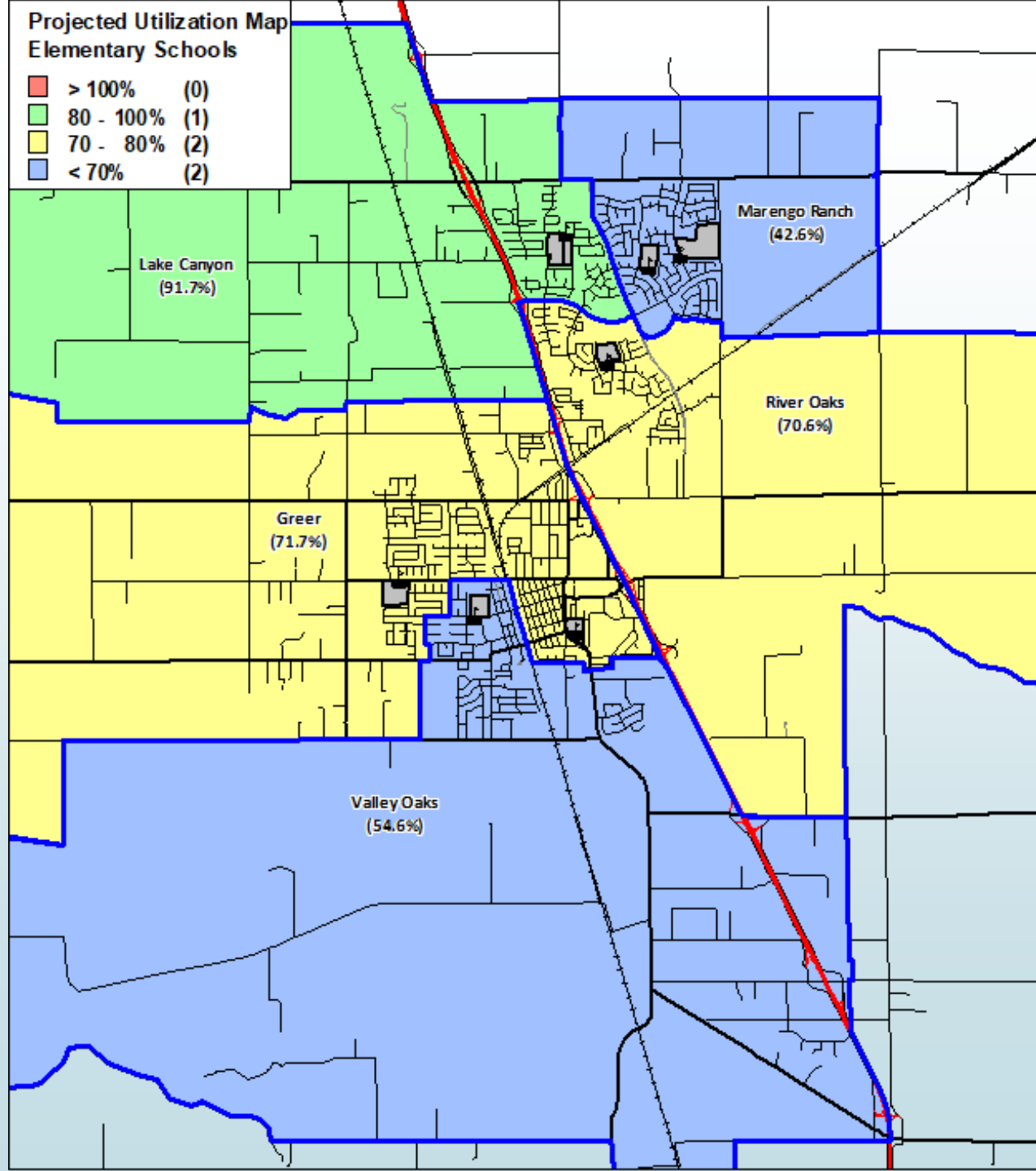
Capacity and Utilization:

- ▶ The next slides show the classrooms counts, the capacity, the current enrollment, the projected enrollment and the utilization factors for each of the schools.
- ▶ The utilization rate is the enrollment divided by the capacity.
- ▶ Each school has adequate space over the next 6 years.

School Facility Utilization

School Facility Utilization			2022/23	2028/29	2022/23	2028/29
	Net	Net CR	Current	Projected	Current	Projected
<u>Elementary Schools</u>	<u>Classrooms</u>	<u>Capacity</u>	<u>Enrollment</u>	<u>Enrollment</u>	<u>Utilization</u>	<u>Utilization</u>
Fairsite Elem	10	200	96	193	48.0%	96.5%
Lake Canyon Elem	22	578	511	530	88.4%	91.7%
Marengo Ranch Elem	34	840	449	358	53.5%	42.6%
River Oaks Elem	29	704	535	497	76.0%	70.6%
Valley Oaks Elem	35	850	504	464	59.3%	54.6%
Greer Elem	28	650	512	466	78.8%	71.7%
Sub-Totals	158	3,822	2,607	2,508	68.2%	65.6%
<u>Middle Schools</u>						
McCaffrey Middle	40	1,280	752	745	58.8%	58.2%
Sub-Totals	40	1,280	752	745	58.8%	58.2%
District Totals	198	5,102	3,359	3,253	65.8%	63.8%

School Facility Utilization Map



Questions?



GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

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Superintendent: Lois Yount

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8700 Auburn Folsom Rd, 200
Granite Bay, CA 95746

Phone: 916-733-0402
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2022/23 DEMOGRAPHICS AND ENROLLMENT PROJECTIONS

NOVEMBER 2022



TABLE OF CONTENTS

	Page
EXECUTIVE SUMMARY	1
INTRODUCTION.....	3
METHODOLOGY	4
DISTRICT BOUNDARIES.....	6
HISTORIC BIRTH RATES.....	8
NEW HOUSING DEVELOPMENTS	13
CLASSROOM COUNTS AND CAPACITY	15
SCHOOL PROJECTIONS.....	16
SCHOOL FACILITY UTILIZATION	36

CHARTS

	Page
10 YEAR ENROLLMENT HISTORY AND 6 YEAR ENROLLMENT PROJECTIONS.....	2
KINDERGARTEN PROJECTIONS BASED ON BIRTHS.....	8
KINDERGARTEN ENROLLMENT TO BIRTH RATIO	9
TK PROJECTIONS BASED ON BIRTHS	10
COHORT CHANGE SINCE KINDERGARTEN	11
HISTORICAL ENROLLMENT AND COHORTS	12
NEW DEVELOPMENT PROJECTIONS.....	13
STUDENT YIELD RATE ANALYSIS.....	13
NEW DEVELOPMENT CONSTRUCTION	14
LOADING STANDARDS.....	14
CAPACITY & PROJECTED ENROLLMENT	
FAIRSITE ELEM.....	18
LAKE CANYON ELEM	20
MARENGO RANCH ELEM.....	22
RIVER OAKS ELEM.....	24
VALLEY OAKS ELEM.....	26
GREER ELEM	28
MCCAFFREY MIDDLE.....	30
STUDENT ATTENDANCE MATRIX.....	31
STUDENT RESIDENTS & ENROLLMENT	32
10 YEAR ENROLLMENT HISTORY & 6 YEAR ENROLLMENT PROJECTION.....	33
ENROLLMENT PROJECTION SUMMARY BY GRADE	34
ENROLLMENT PROJECTION SUMMARY BY SCHOOL	34
ENROLLMENT PROJECTIONS	35
SCHOOL FACILITY UTILIZATION	36

MAPS

	Page
DISTRICT MAP WITH STUDENT RESIDENTIAL LOCATIONS.....	6
ELEMENTARY BOUNDARIES AND SCHOOL LOCATIONS.....	7
NEW HOUSING DEVELOPMENTS.....	13
SCHOOL BOUNDARY MAPS	
FAIRSITE ELEM.....	17
LAKE CANYON ELEM.....	19
MARENGO RANCH ELEM.....	21
RIVER OAKS ELEM.....	23
VALLEY OAKS ELEM.....	25
GREER ELEM.....	27
MCCAFFREY MIDDLE.....	29
SCHOOL FACILITY UTILIZATION – ELEMENTARY SCHOOLS.....	37

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

EXECUTIVE SUMMARY

Galt Joint Union Elementary School District consists of six elementary schools and one middle school. Galt Joint Union Elementary School District has experienced declining enrollment over the past ten years from an enrollment of 3,779 students during the 2013/14 school year to the current enrollment of 3,359 students.

Galt Joint Union Elementary School District is projected to grow in enrollment by 2.17% (or 73 students) for the 2023/24 school year. The expanding TK program is projected to have an impact of 35 new TK students next year. The District is projected to have a stable enrollment over the next three years followed by three years of projected declining enrollment, with a projected 3,253 students in the 2028/29 school year. This is an overall loss of 106 students, which is a decrease of 3.16%. The expanding TK program is projected to have an impact of 97 new TK students over the next six years.

Future impacts from new housing development is predicated upon information provided by local municipalities on the development of 711 housing units over the next six years. If the building rates increase or decrease, then the timeline shown in this Study will need to be modified accordingly. These projected new developments in the District's boundary are expected to generate 26 students next year, or a total of 197 students in the next six years.

Based on current District loading standards and classroom space, the District has a net classroom capacity of 5,102 students, and a current enrollment of 3,359. This gives the District a current utilization factor of 65.8%. The projected utilization factor in six years will be 63.8%. This assumes loading standards remain constant and no additional facilities are built or removed.

This report includes the anticipated growth in the Transitional Kindergarten program to reflect the recent "TK for All" initiative which will allow a phased plan for all 4 year olds to attend TK over the next three years.

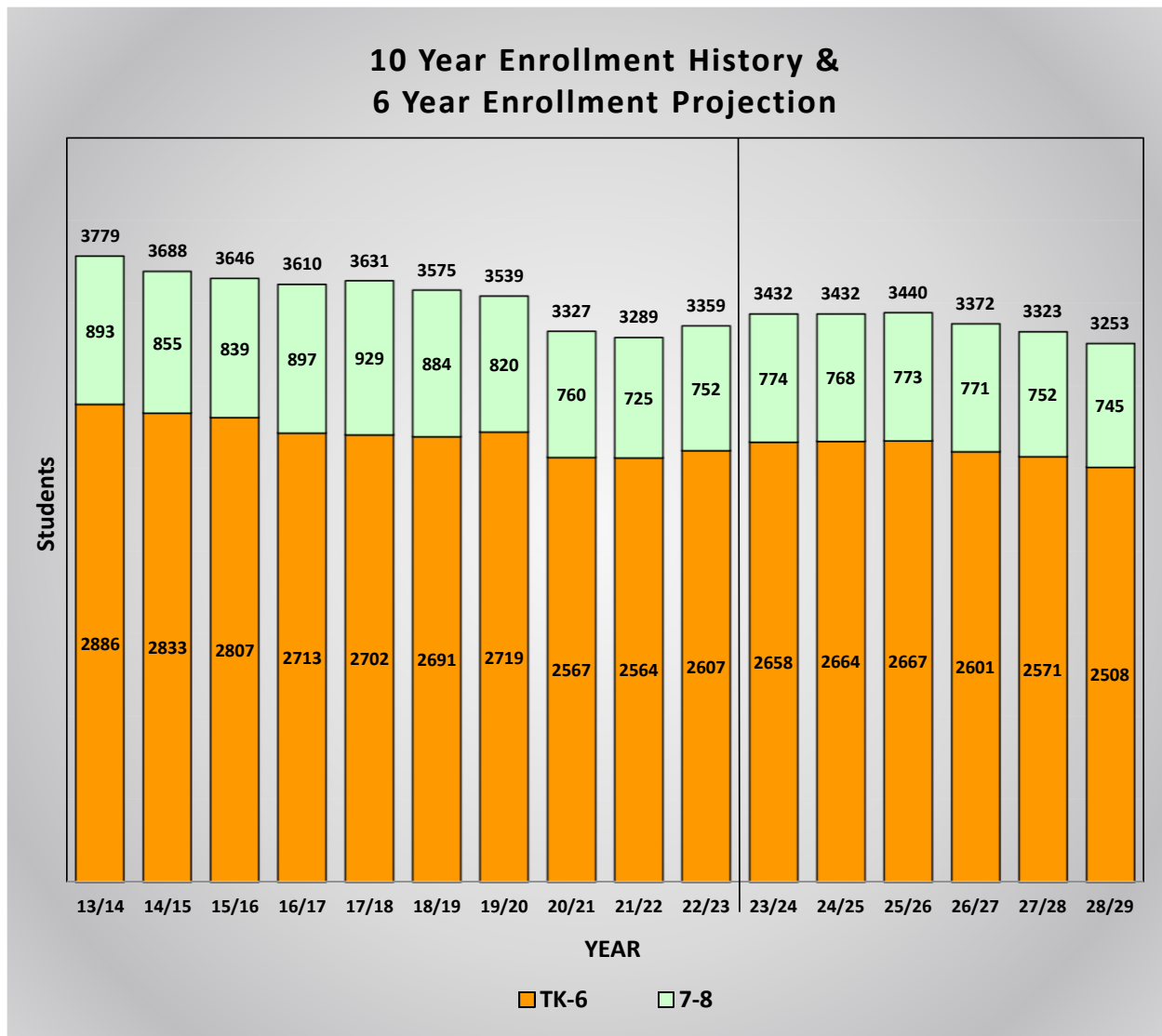
These projections assume the transfers between schools remain consistent. If changes in facilities, schedules, programs or policies are made, then the patterns may be impacted.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Ten Year Enrollment History and Six Year Enrollment Projections

This graph shows a summary of the projections for the entire District. It shows the current enrollment for 2022/23, the historic enrollment for the past nine years, and the projected enrollment for the next six years. The end result is a total of 3,253 students in the District in 2028/29.



The Galt Joint Union Elementary School District has declined in enrollment over the past ten years from an enrollment of 3,779 in 2013/14 to the current enrollment of 3,359.

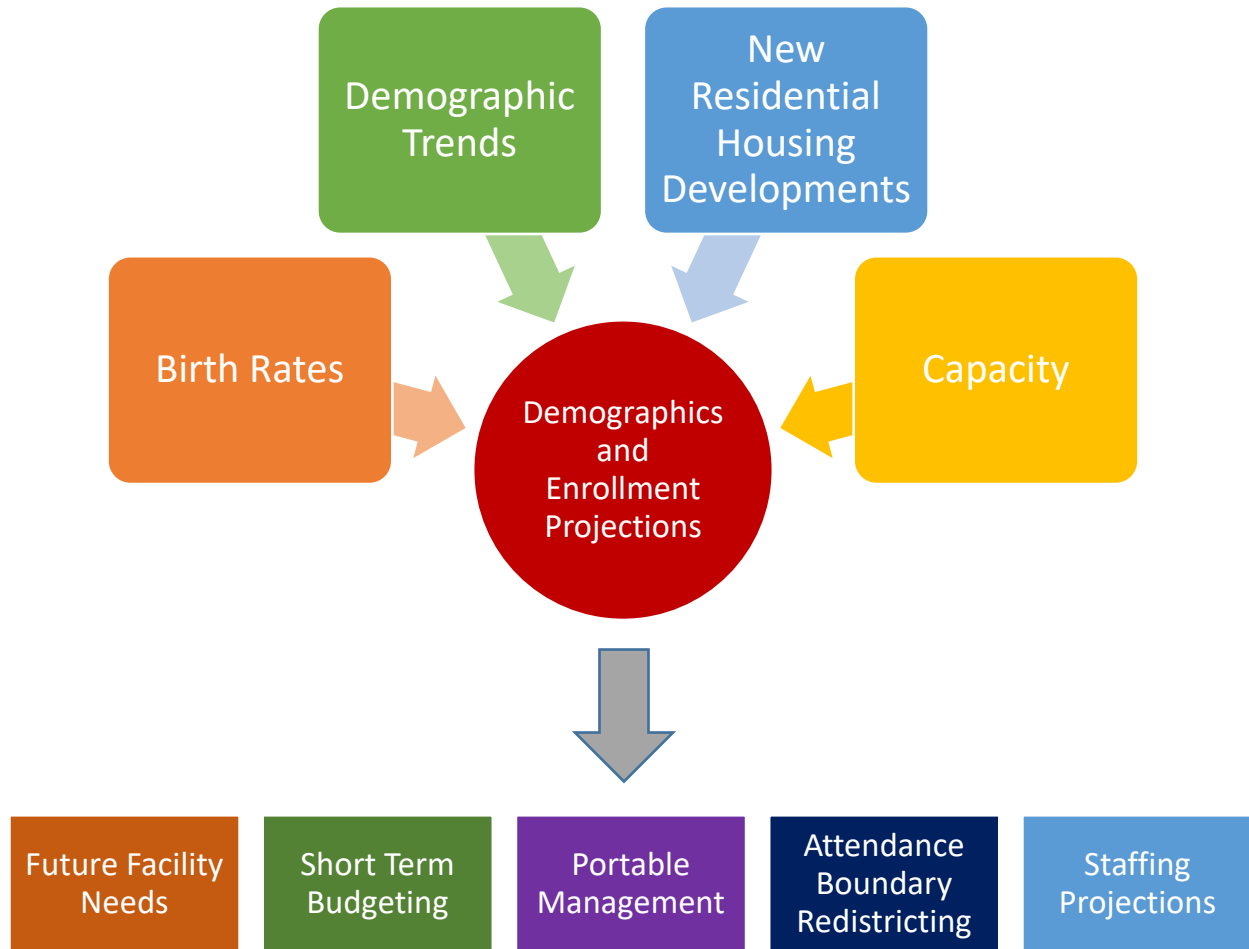
This graph is color coded by grade groupings:

Orange represents the historic and projected enrollment for the elementary school grades TK-6.
Green represents the historic and projected enrollment for the middle school grades 7-8.

The entire District enrollment is shown at the top of each bar.

INTRODUCTION

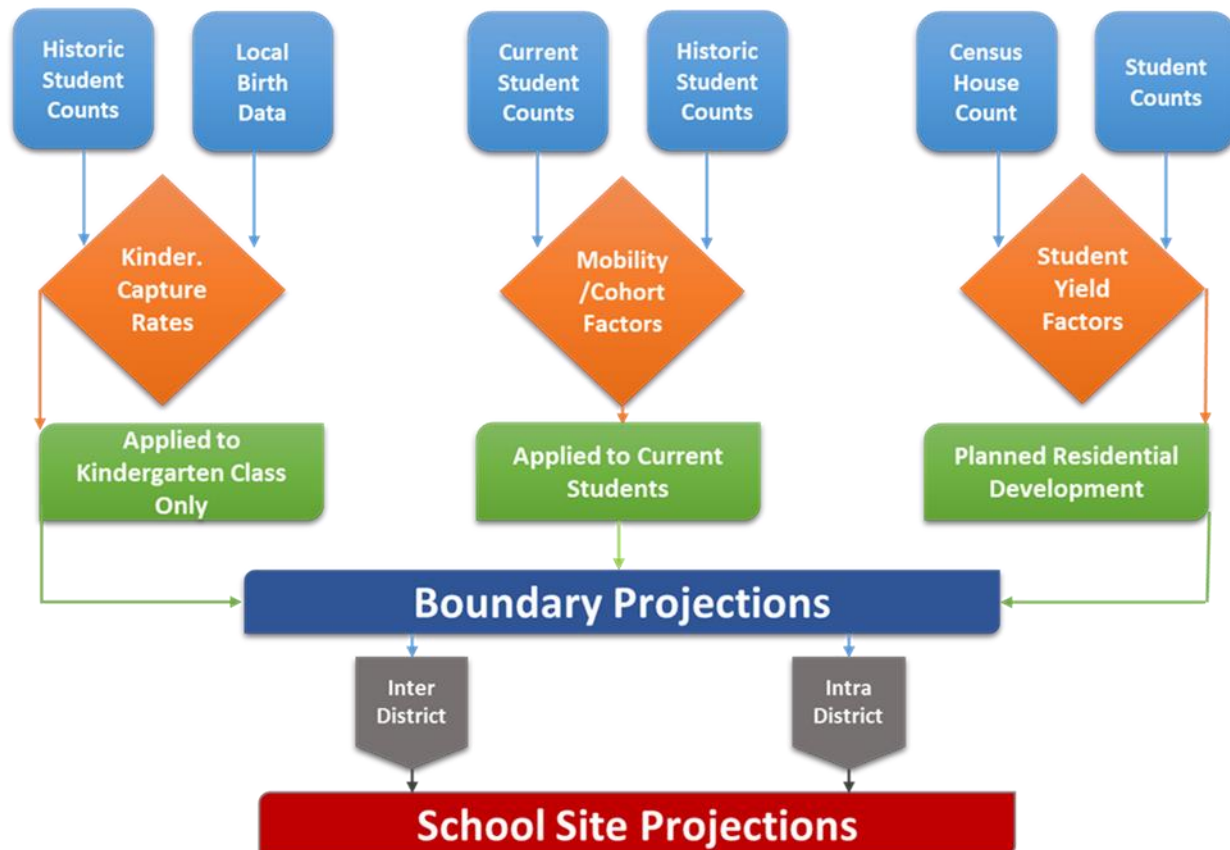
This Demographics and Enrollment Projections Study provides a comprehensive enrollment analysis for the Galt Joint Union Elementary School District. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long- and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates, and housing development. They are also used as a tool to identify certain facility planning requirements such as capacity, utilization of existing facilities, planning for modernization or new construction, and attendance boundary redistricting.



This Study provides information based on the 2022/23 District enrollments and programs, local planning policies and residential development. As these factors change and timelines are adjusted, the Demographic and Enrollment Projections Study should be revised to reflect the most current information.

METHODOLOGY

The chart below summarizes the inputs to calculate the boundary and school site projections.



The **enrollment projections** for each school are generated using a State standard weighted cohort trend analysis. The basic projections are created by studying the individual geographic areas. Once the trends are analyzed for each area, the base projections are modified using the following procedures:

- a) **Birth rates** are used to project future kindergarten and transitional kindergarten enrollment. It is assumed if the births indicate there was an increase of 4% one year, then there will be a corresponding 4% increase in the kindergarten class five years later or the transitional kindergarten class four years later.
- b) **New Housing Development rates** and **yield rates** are compared to the historical impact of development, and if the future projections exceed the historical values, the projections are augmented accordingly.
- c) **Inter-District student** counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

- d) **Intra-District students** are those who transfer from one school to another. The number of students transferring into and out of each school are calculated and used to determine the difference between the projections for students living in each attendance area versus those that are projected to attend the school.
- e) The projections for **special education students** and **alternative programs** are created by assuming those programs typically serve a percentage of the total District population. Therefore, as the District grows or declines, the enrollment in those programs would increase or decrease accordingly.
- f) **Cohort Trend Analysis:** The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three years was determined with the current year weighted 50%, the prior year 33.3% and the last year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years.

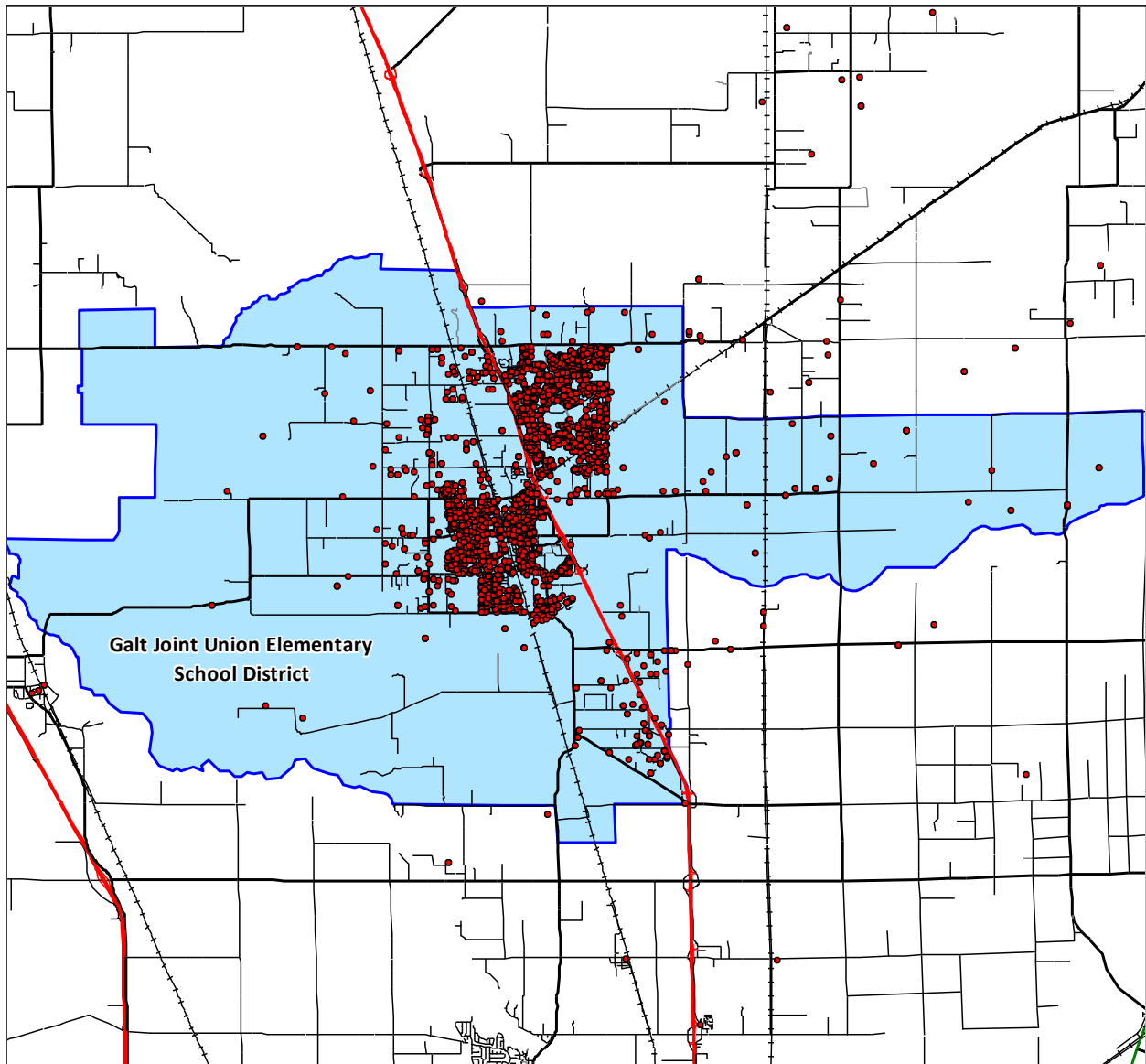
Neighborhood School Attendance Area Analysis: Each school attendance boundary is input into our GIS (Geographic Information Systems) Software. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra-district transfers from within the district boundary, as well as inter-district transfers from neighboring school districts.

“TK for All” Initiative: This report models the growth projected for Transitional Kindergarten in alignment with the recent “TK for All” initiative which follows a phased plan to allow all 4 year olds to attend TK by 2025/26. The expansion for TK enrollment is based on the following schedule:

- 2023/24 – 7 months (Adds 2 months)
- 2024/25 – 9 months (Adds 2 months)
- 2025/26 – 12 months (Adds 3 months)

DISTRICT BOUNDARIES

District Map with Student Residential Locations

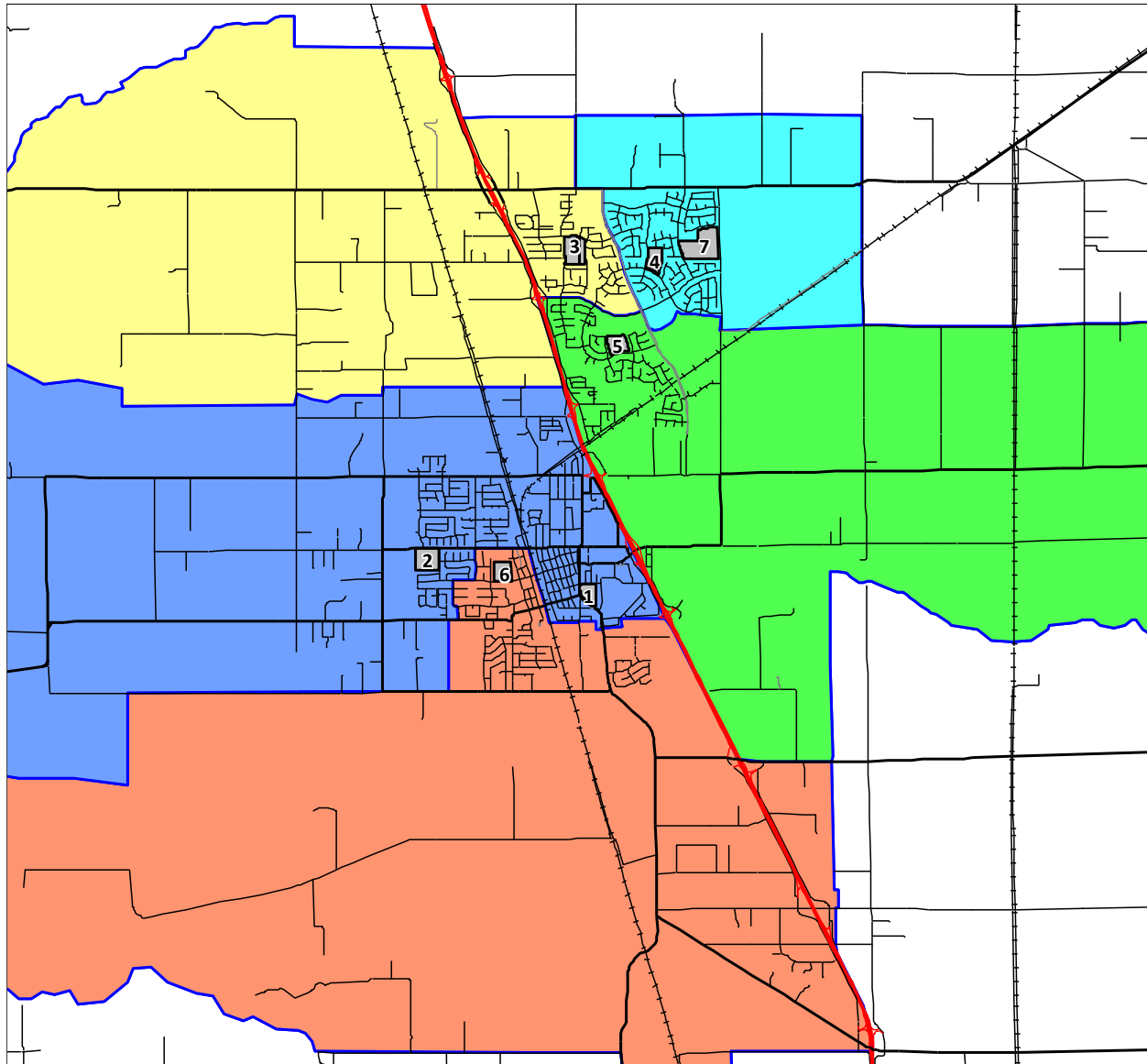


This map shows the District boundary along with the location of each student based on their residential address. This geographic data is the foundation for our demographic analysis. Any red dots outside the District boundary will represent students attending one of the District schools or programs but have a residence outside the District. This map also identifies different areas of student population density.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

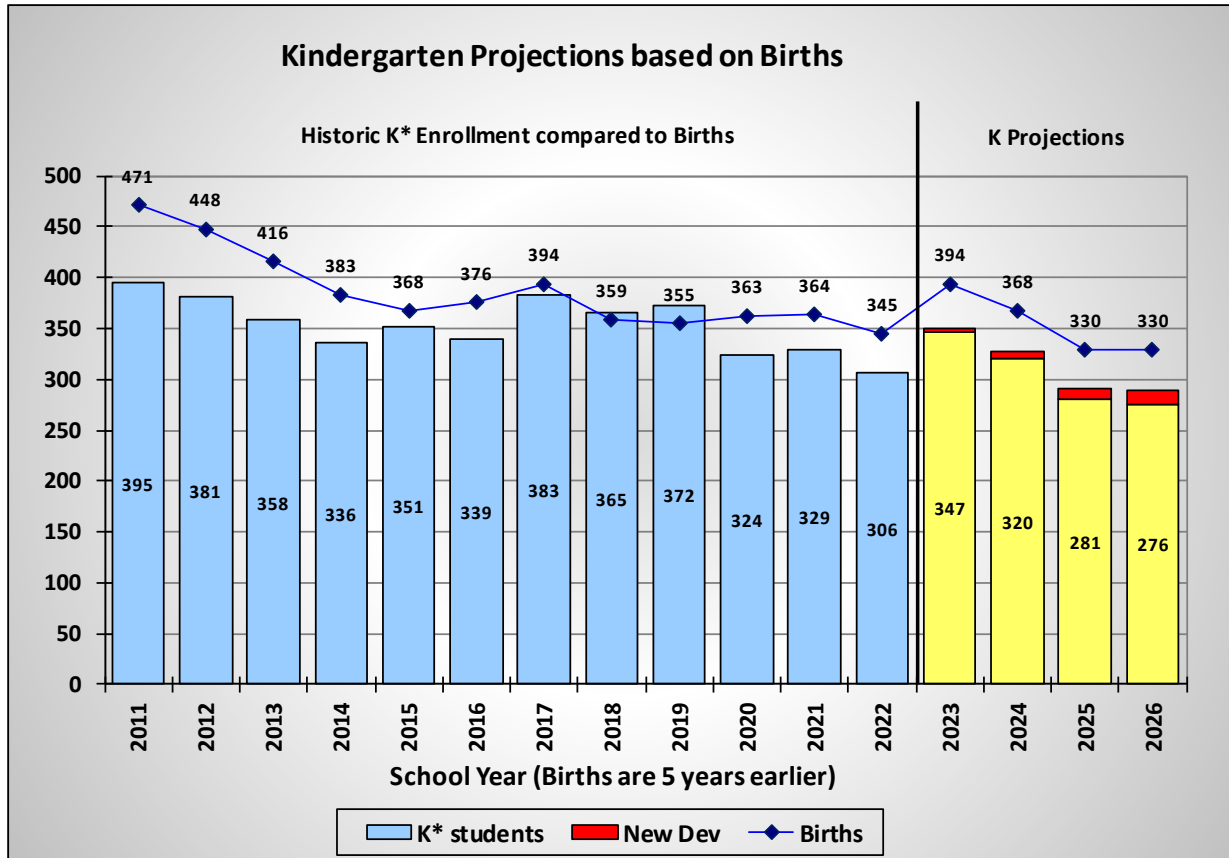
School Locations and Elementary Boundaries



<u>Id</u>	<u>School</u>	<u>Grades</u>	<u>Id</u>	<u>School</u>	<u>Grades</u>
1	Fairsite Elem	TK	5	River Oaks Elem	K-6
2	Greer Elem	K-6	6	Valley Oaks Elem	K-6
3	Lake Canyon Elem	K-6	7	McCaffrey Middle	7-8
4	Marengo Ranch Elem	K-6			

HISTORIC BIRTH RATES

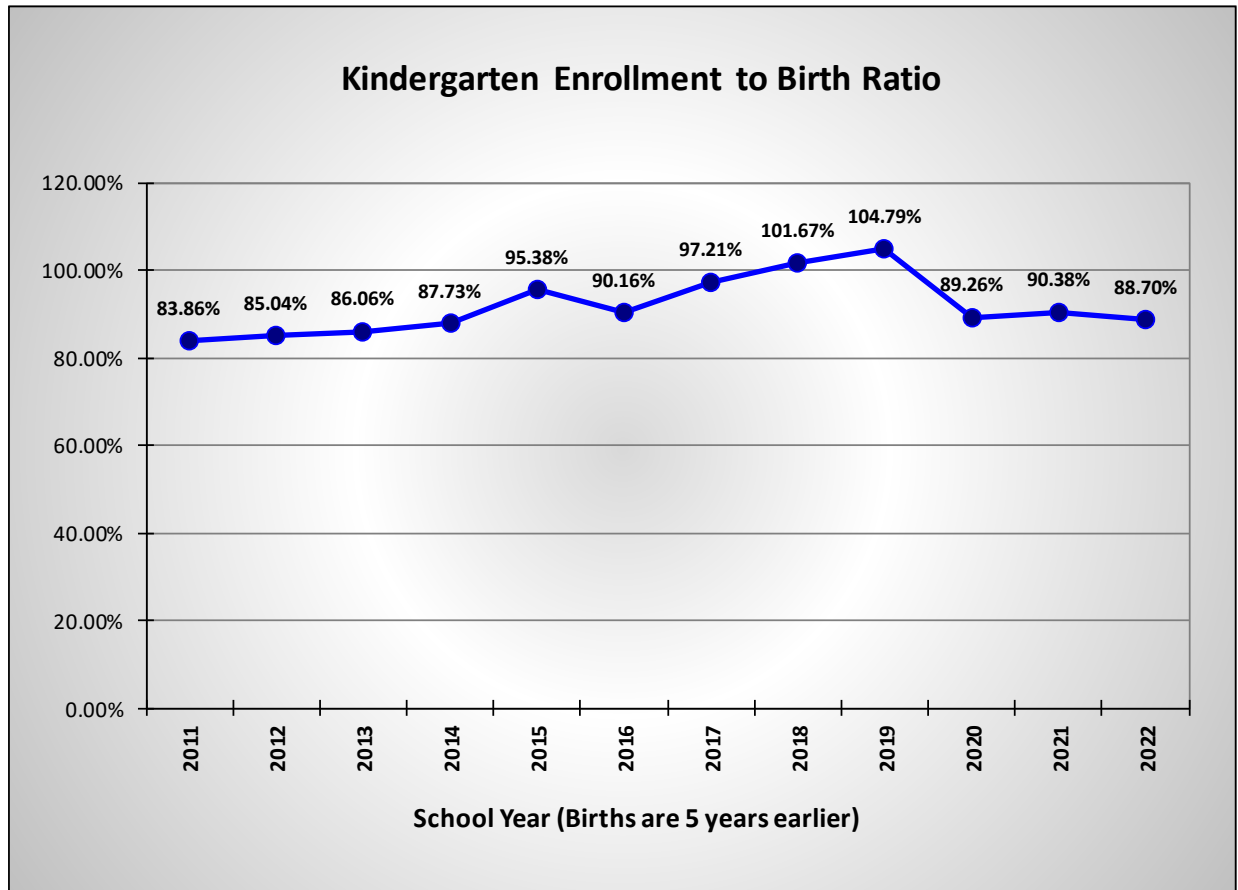
The following section is an analysis of the number of births in the Galt Joint Union Elementary School District. The number of births are compiled by zip code regions and provided by the Department of Health. The zip code areas do not exactly match the District boundaries and therefore the zip code 95632, which is in the District, was used for this analysis.



*Kindergarten Totals may include some Transitional Kindergarten students for some of the past years to more accurately correlate a 12-month period of births to a 12-month period of enrollment.

The above figure illustrates the correlation between births in the District area and the number of kindergarten students attending Galt Joint Union Elementary schools five years later. The number of births between 2006 and 2017 has averaged about 387 per year. The recent birth rates over the past four years (2018 to 2021), which will generate the kindergarten classes for the next four years (2023 to 2026), have been between 330 and 394. We have assumed that the current kindergarten capture rate of 88.70% will be maintained in the future.

Historic Kindergarten Capture Rates



This figure shows the kindergarten capture rates for the past 12 years. Since the birth data is derived from zip code areas, which do not exactly match with the District boundaries, the capture rate also accounts for differences in the coverage areas. Low capture rates are common when a district serves only a portion of a large zip code area. A large capture rate is possible when families move into the area after the children were born, but before they arrived for kindergarten. Overall, the District has had a stable capture rate with a 12 year average of 91.69%.

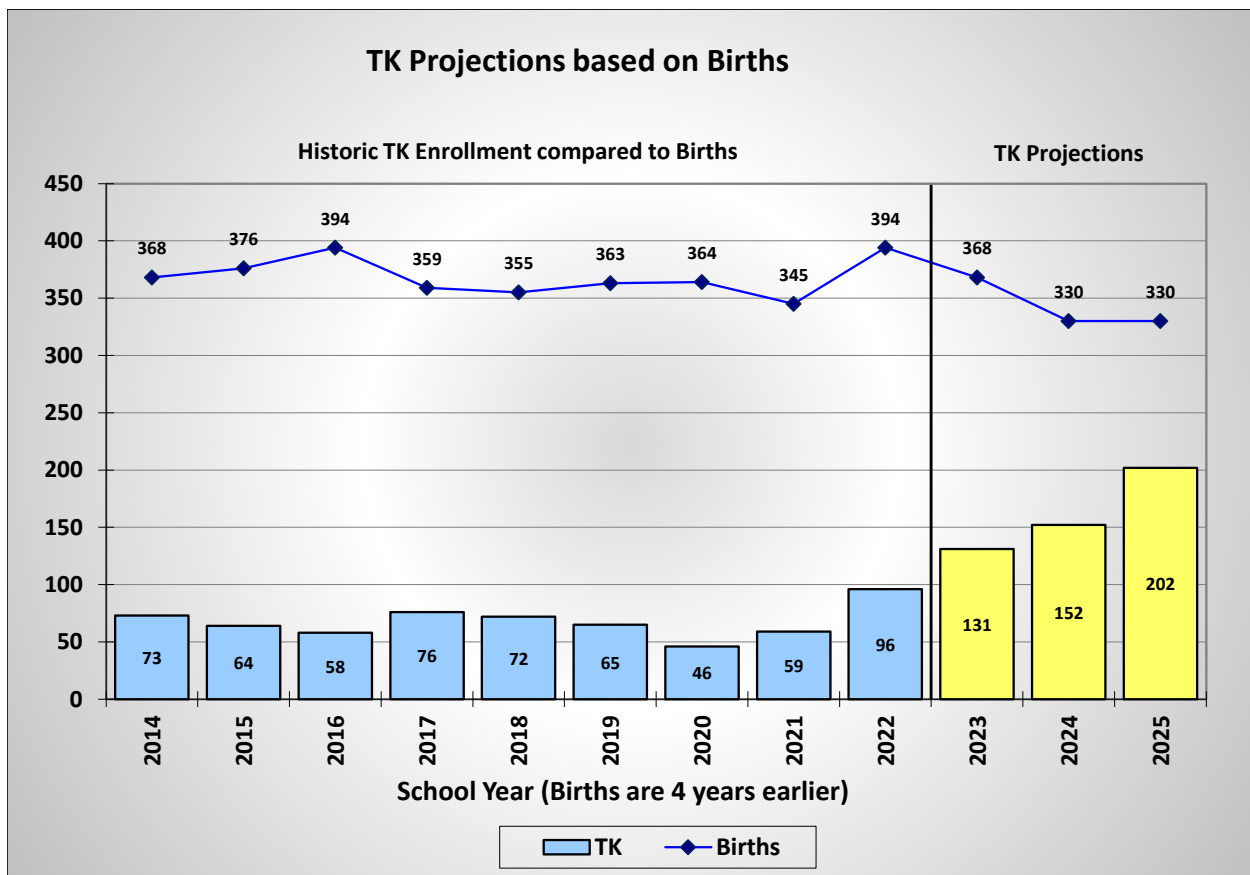
Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Transitional Kindergarten

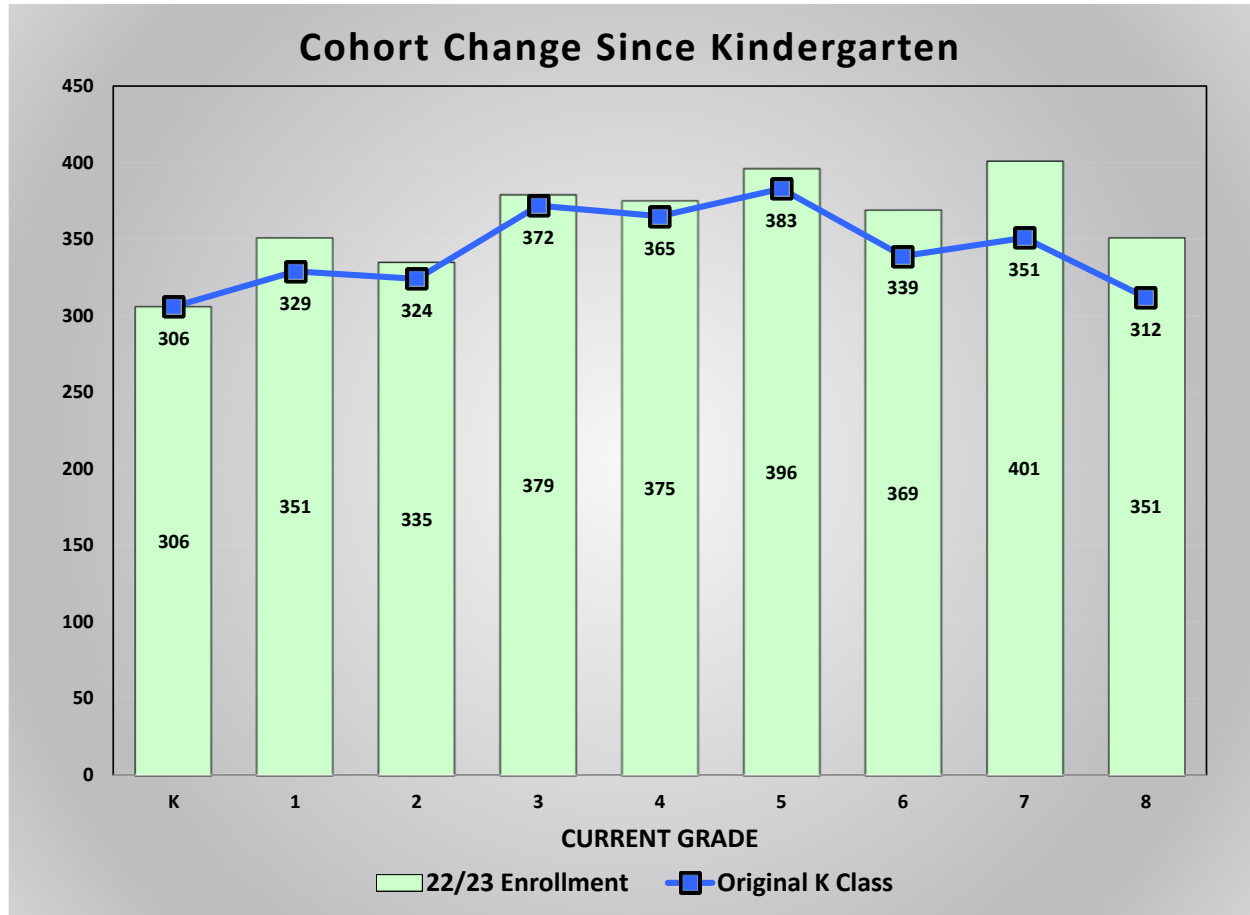
The Transitional Kindergarten (TK) program started in 2012 to provide an extra year for young children to get ready for kindergarten. Currently, the TK program allows four year-olds who will turn five between September 1 and February 2. Some districts allow parents with children just outside that window to also participate in the program. Since the window for the TK program is only five months, participation in the TK program is typically less than 40% of the total kindergarten enrollment. In most current state processes, such as CalPADS reporting, the State Building Program, and ADA, TK students are included with the kindergarten numbers.

As mentioned under "Methodology", this report addresses the growth of the TK program over the next three years to a full grade.



The TK projection for 2025/26 shows a total of 202 students and would be a full grade at that point.

Retention Rates Since Kindergarten



This chart compares the original kindergarten class size to the current enrollment for each grade. For example, the current 6th grade class has 369 students and six years ago the kindergarten class had 339 students. Overall the class sizes have increased since kindergarten.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Historic Enrollment and Trends

Galt Joint Union Elementary School District								
Historic Enrollment and Cohorts								
Grade	CalPADS Enrollment				Historic Cohorts			Weighted Average
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22	
T K	65	46	59	96	-19	13	37	19.7
K	372	324	329	306	-48	5	-23	-17.8
1	372	354	316	351	-18	-8	22	5.3
2	391	352	359	335	-20	5	19	7.8
3	369	385	353	379	-6	1	20	9.3
4	400	349	389	375	-20	4	22	9.0
5	370	395	362	396	-5	13	7	7.0
6	380	362	397	369	-8	2	7	2.8
7	407	364	353	401	-16	-9	4	-3.7
8	413	396	372	351	-11	8	-2	-0.2
Totals	3,539	3,327	3,289	3,359	-17.1	3.4	11.3	3.9
Annual Change:		-212	-38	70				

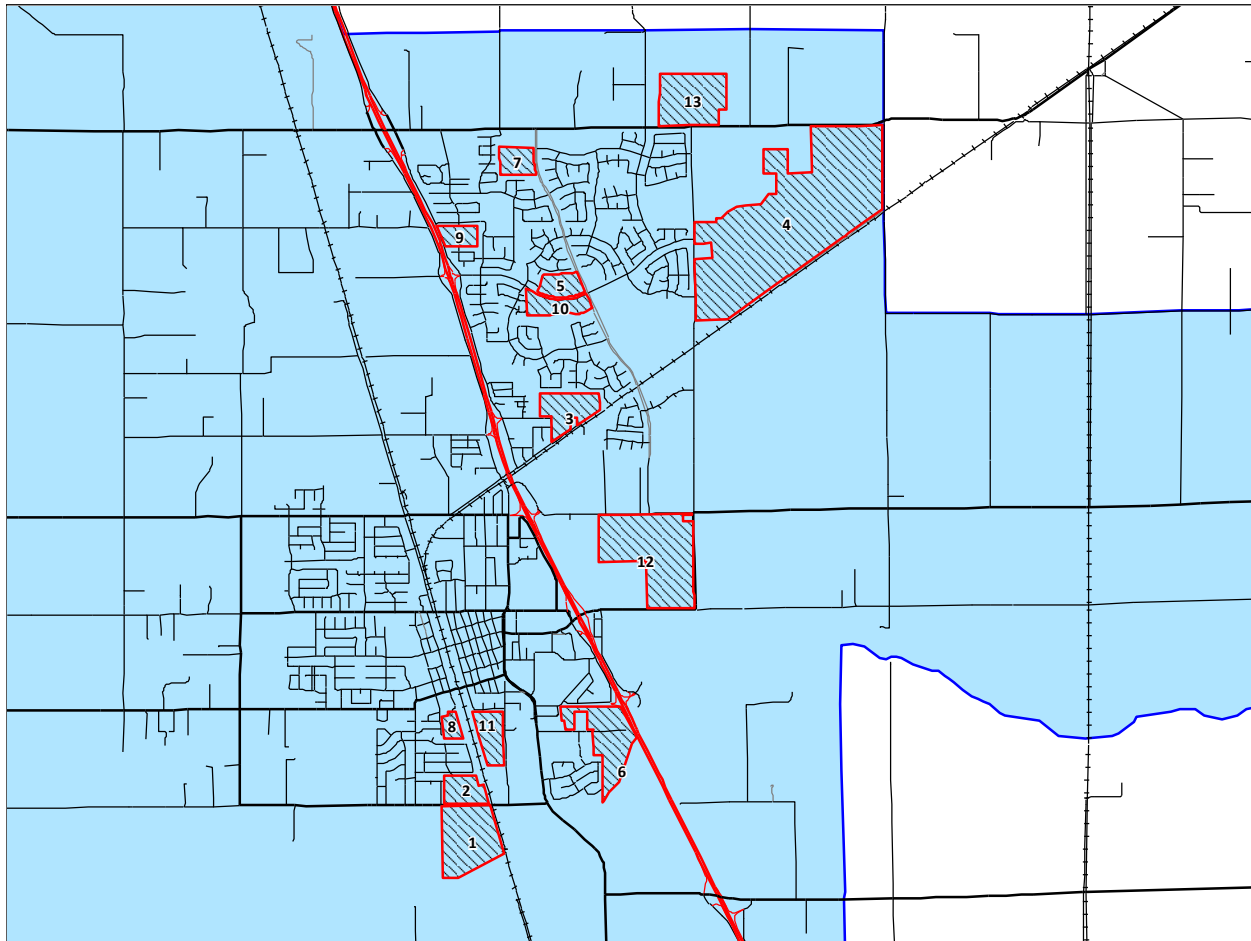
This chart shows the enrollment by grade level over the past four years. The cohort values were calculated for each grade and each year, along with the weighted average for each grade. A positive cohort value indicates that grade is expected to have more students than the previous grade last year. A negative value would mean that the grade has fewer students compared to the previous grade last year.

In general, a positive cohort is representative of growth and a negative cohort indicates a decline in enrollment. There are some exceptions. First grade usually has a positive cohort, as there are some students that do not attend kindergarten at public schools but arrive in first grade.

Another important item to notice is the current breakdown by grade level of the student population. Comparing the number of students in the lower grades to the upper grades can indicate potential increases or decreases in future enrollments. Also, if there is a large class or a small class, it will slowly cause a ripple in the enrollments as it advances a grade each year.

Finally, the annual change at the bottom of this chart indicates the net impact of the changes in enrollment over the past few years.

NEW HOUSING DEVELOPMENTS



This close up view of the District shows the location of the projected new development areas.

The City Planning Department within the school district’s boundary was contacted for input on new housing developments. Two years of building permits were geocoded by address or APN to show the locations of active new developments. To determine the impact of the new housing development, each new housing unit is multiplied by the student yield rate. Currently the District student yield rate is 0.278 students per housing unit. This breaks down as follows:

Galt Joint Union Elementary School District				
Student Yield Rate Analysis				
Grade	2020 Students in District	2020 Housing Units	Census Student Yield Rate	Projected Student Yield Rate
Total TK-6	2,567	9,584	0.268	0.214
Total 7-8	760	9,584	0.079	0.063
Total	3,327		0.347	0.278

Based on 2020 Census Data for school district.

The yield rate used for new construction eligibility determination in the State building program is 0.50 students per home for K-8 districts. The yield rate in the Galt Joint Union Elementary School District is lower than the State average.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

The projections used in this report are based on the following number of units projected from these developments:

<u>ID</u>	<u>Name</u>	<u>Remaining Units</u>	<u>Six Year Projection</u>	<u>Elementary Boundary</u>
1	Cardoso 2/Seasons at the Farm	72	72	Valley Oaks
2	Cardoso I/Pieridae	10	10	Valley Oaks
3	Cedar Flats/Cedar Creek	83	83	River Oaks
4	Eastview SP/Liberty Ranch	1,494	0	Marengo Ranch
5	Fairfield Residential	172	105	Lake Canyon
6	Fairway Oaks	169	0	Valley Oaks
7	Greenwood Cottages	226	170	Lake Canyon
8	Lippi Ranch	94	0	Valley Oaks
9	Morali Estates	50	0	Lake Canyon
10	Parlin Oaks	224	174	River Oaks
11	Seasons at Caterina	67	67	Valley Oaks
12	Simmerhorn Ranch	429	0	River Oaks
13	Summerfield at Twin Cities Rd	204	30	Marengo Ranch
Totals		3,294	711	

Assuming that 711 of the 3,294 planned units are completed over a six year period, there would be an average of 119 new housing units per year.

Galt Joint Union Elementary School District							
New Development Construction							
Housing Units per Year							
<u>School</u>	<u>23/24</u>	<u>24/25</u>	<u>25/26</u>	<u>26/27</u>	<u>27/28</u>	<u>28/29</u>	<u>Totals</u>
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	
Lake Canyon Elem	0	20	30	65	80	80	275
Marengo Ranch Elem	0	0	0	0	10	20	30
River Oaks Elem	42	71	36	36	36	36	257
Valley Oaks Elem	50	58	41	0	0	0	149
Greer Elem	0	0	0	0	0	0	0
Elementary Totals	92	149	107	101	126	136	711
McCaffrey Middle	92	149	107	101	126	136	711
Middle Totals	92	149	107	101	126	136	711

Based on these estimated construction rates, the development will generate 26 students next year and a total of 197 students in the next six years.

CLASSROOM COUNTS AND CAPACITY

It is important to understand that capacity and classroom counts may be viewed different ways for different purposes. The State School Facilities Program (SFP) considers all available teaching stations excluding physical education facilities and core facilities (e.g., libraries, multipurpose rooms, and administrative spaces), as part of the site capacity when calculating eligibility for new construction or modernization funding. The State also has its own loading standards per classroom as part of the eligibility determinations.

Another method for calculating capacity and number of classrooms is based on local District standards of class size and a definition of what is considered a full day teaching station. The District may set aside several classroom spaces defined by the SFP for specialized programs or pull-out spaces.

The classroom counts and capacities defined in this Demographics and Enrollment Projections Study represent the rooms that have been identified by Galt Joint Union Elementary School District administration as designated fulltime teaching stations. This count is a net count and may not take into consideration other rooms which could be used as fulltime teaching stations but are needed for other programs offered by the District.

The classroom counts are shown for each school and are used to determine the capacity. The classroom counts represent the rooms that can be used for teaching purposes at each school site. The classroom counts may not represent the current classrooms being used, as there may be unused rooms on the school site. In some cases, there may be fewer classrooms counted than current teaching stations if some of the rooms being used were designed for other purposes but are currently being used as classrooms due to overcrowding.

The summary below illustrates the difference between the Gross classroom count and the Net classroom count.

Galt Joint Union Elementary School District
Classroom Count Summary

<u>Elementary Schools</u>	<u>Gross CR Count</u>	<u>Net CR Count</u>	<u>Excluded CR</u>
Fairsite Elem	14	10	4
Lake Canyon Elem	26	22	4
Marengo Ranch Elem	38	34	4
River Oaks Elem	33	29	4
Valley Oaks Elem	39	35	4
Greer Elem	32	28	4
Sub-Totals	182	158	24
<u>Middle Schools</u>			
McCaffrey Middle	44	40	4
Sub-Totals	44	40	4
District Totals	226	198	28

SCHOOL PROJECTIONS

This Study provides a detailed analysis of student attendance patterns and enrollment for each school. This includes a boundary map illustrating that particular school's attendance patterns along with a chart showing the projected enrollment for the next six years. These charts indicate the actual enrollment at each school over the past four years along with the projected enrollment for the next six years. In addition, the number of students living in the boundary are shown for the same time period. If there are more students attending than live in the area, then there is a net inflow. If more students live in the boundary than attend the school, then there is a net outflow.

The current capacity is shown on these charts to identify if there will be classroom space available for the students. If space is not available, then the attendance patterns will likely need to change if the additional facilities are not provided. The capacity for each school was determined by using the following loading standards for each classroom identified:

<u>Grade</u>	<u>Loading Standard</u>
TK-K	20
1-3	20
4-6	30
7-8	32

These loading standards are based on the current loading factors used this year and may change based on the level of funding for schools in the future.

Detailed data is provided below each projection chart that shows the calculations of the cohort factors used to determine the enrollment projections for each school.

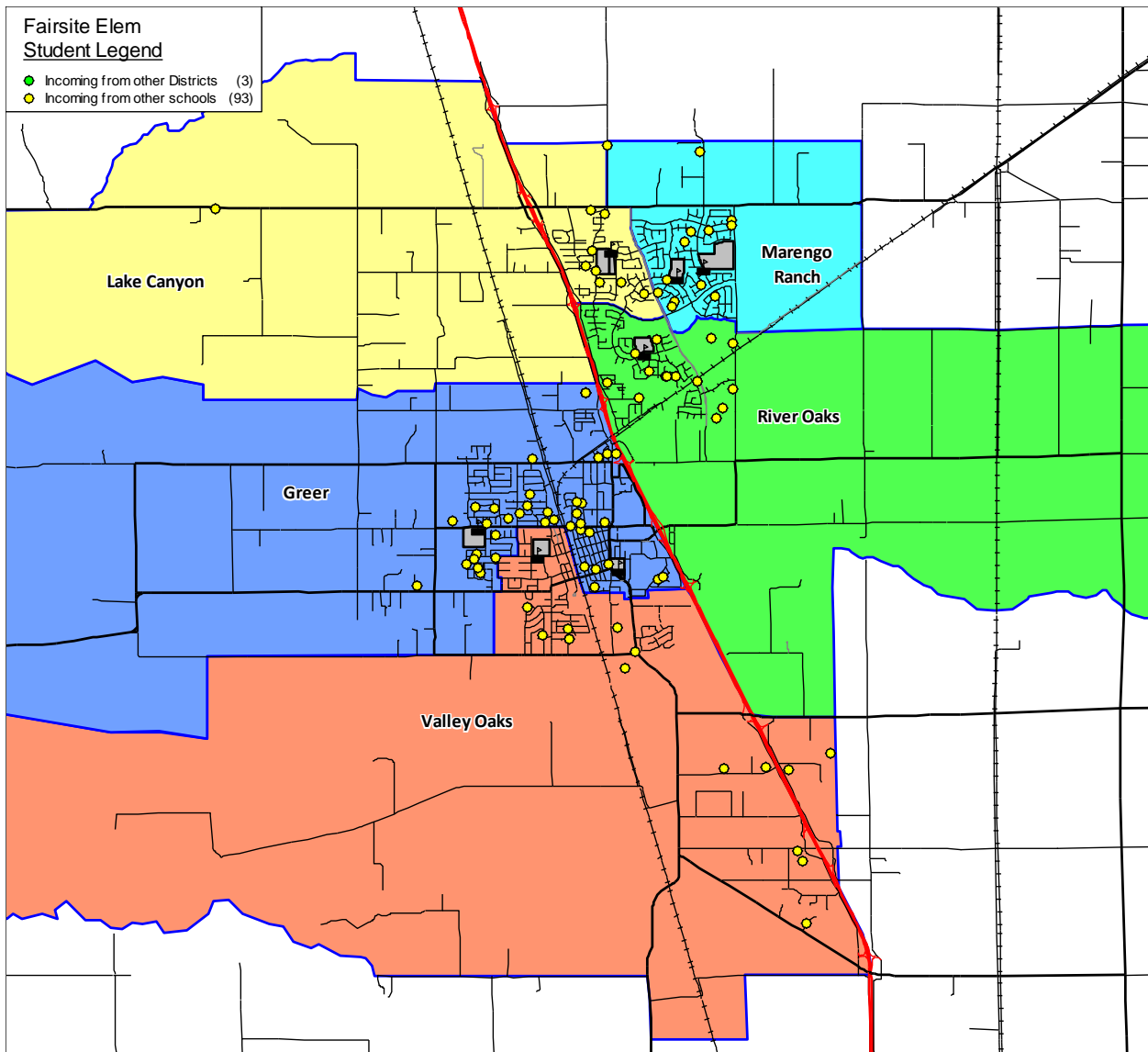
The number of students living in the boundary are shown, which are then used to generate the cohort factors. The weighted average of the three years was determined with the current year weighted 50%, the prior year 33.3% and the last year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years. The kindergarten and transitional kindergarten enrollment is projected using the birth data instead of a cohort factor.

The Attendance Factors were determined by analyzing the current year of students to see how many Inter- and Intra-District transfers there are. Once the baseline projections are calculated for the residents in the attendance area, the Intra-District and Inter-District factors are applied to determine the projected enrollment for each school.

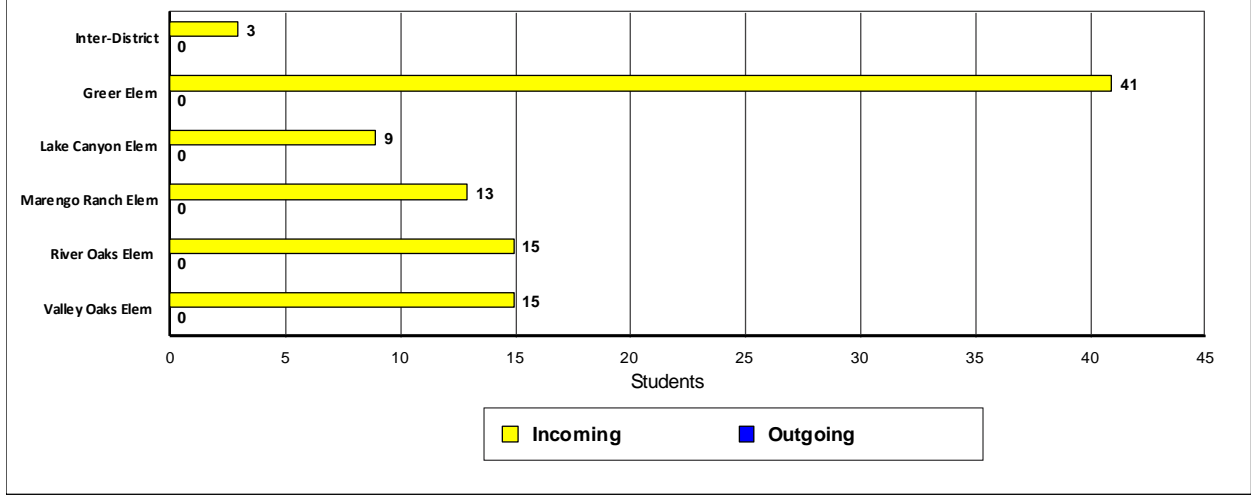
The last three columns in the chart, Current Enrollment, 23/24 Projection, and Net Change, show the current enrollment, next year's projection and net change in enrollment for next year. These are compared by grade to show the details needed for staffing and classroom needs.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections



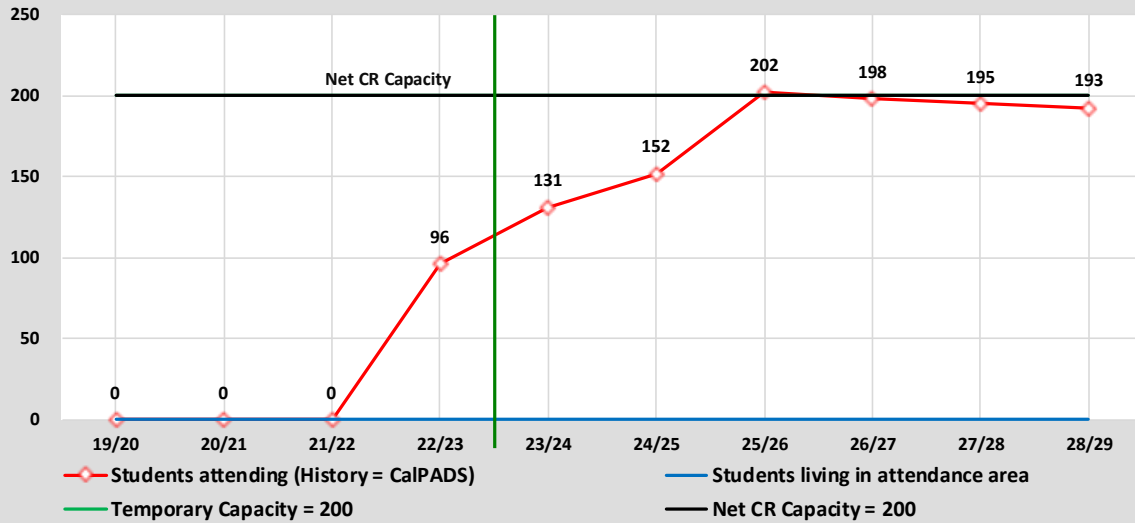
Fairsite Elem
Transfer Students



Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Capacity & Projected Enrollment Fairsite Elem



District Loading Standards
 Traditional School
 All Portables Loaded
 Net Classroom Count = 10
 Grades Served = TK

Classroom Needs Timeline

Year	Total Students*	Annual Change	Spec. Ed. Students	Net CR Capacity	Unhoused Students	Annual CR Needed	Total CR's Needed	Available Seats	Projected Housing Units
22/23	96	96	0	200	0	0	-5	104	
23/24	131	35	0	200	0	0	-3	69	92
24/25	152	21	0	200	0	0	-2	48	149
25/26	202	50	0	200	2	0	0	0	107
26/27	198	-4	0	200	0	0	0	2	101
27/28	195	-3	0	200	0	0	0	5	126
28/29	193	-2	0	200	0	0	0	7	136

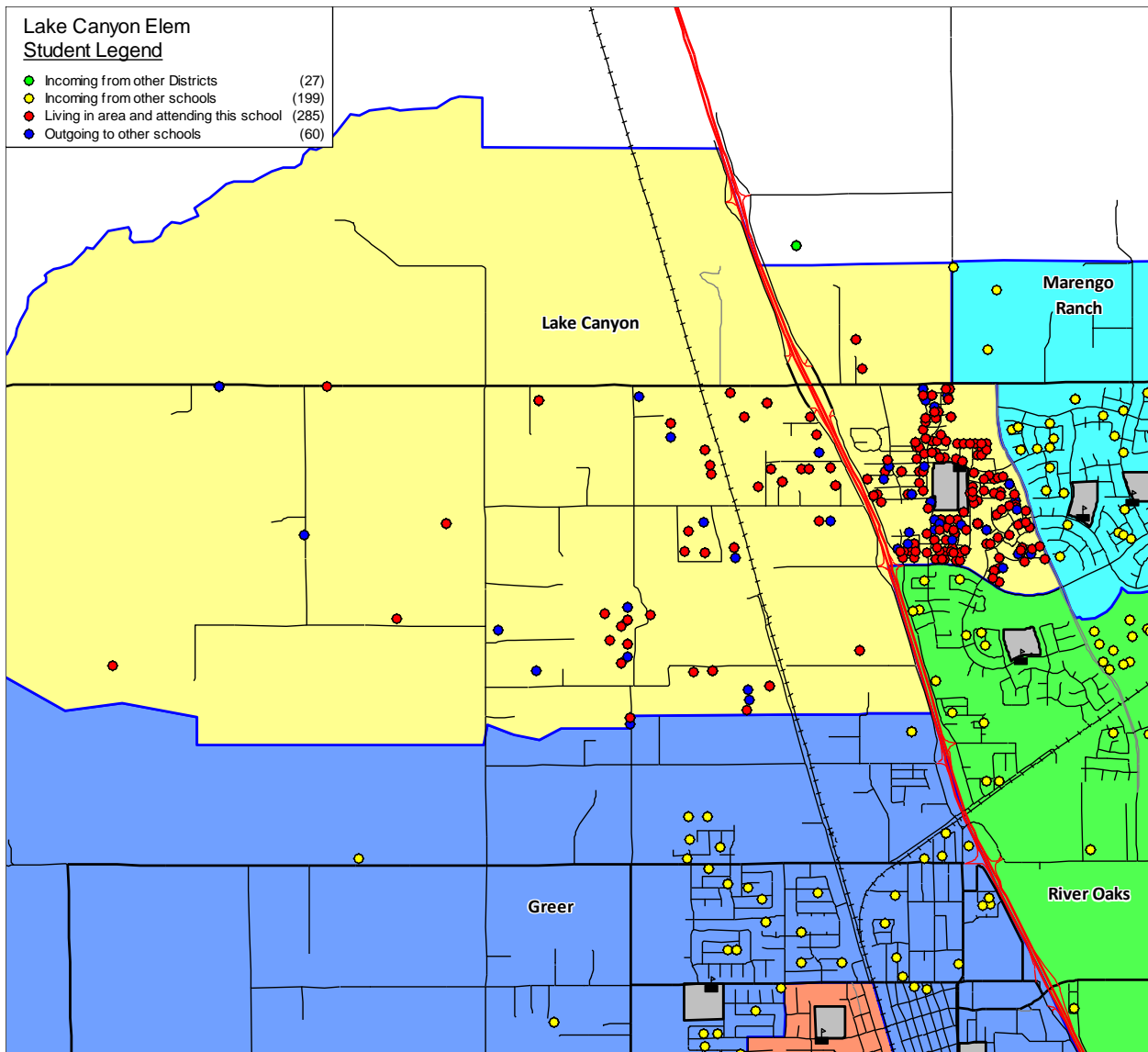
* Based on Students Attending (Squares on Graph)
 Net Classroom Count = 10

Fairsite Elem

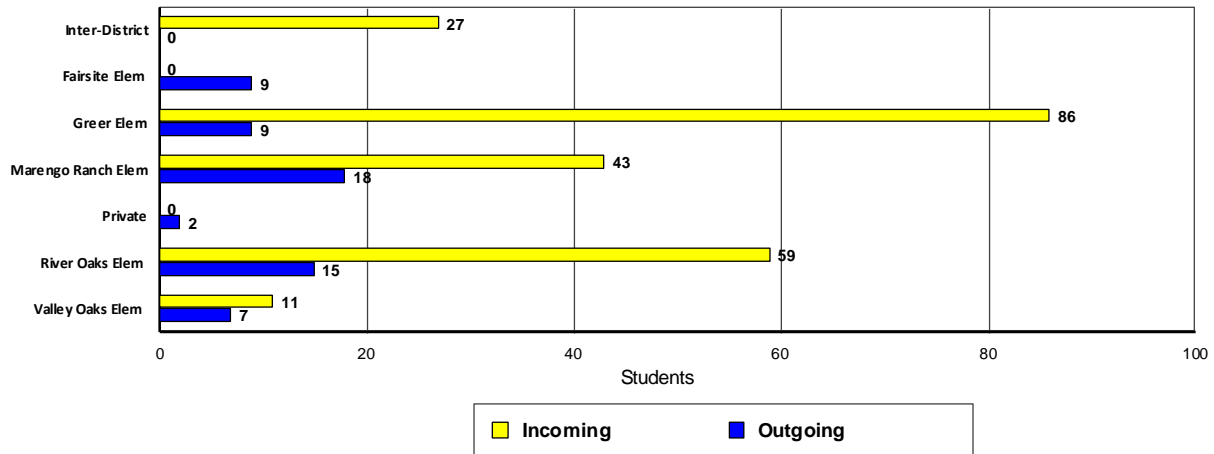
YEAR:	Students in boundary				Historic Cohorts			Weighted Average	Attendance Factors		Current Enrollment	23/24 Projection	Net Change
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22		Intra	Inter			
Grade													
TK	65	50	58	93	-15	8	35	-4	0.0%	103.2%	96	131	35
Totals	65	50	58	93	-15.0	8.0	35.0	-4.0	0.0%	103.2%	96	131	35

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections



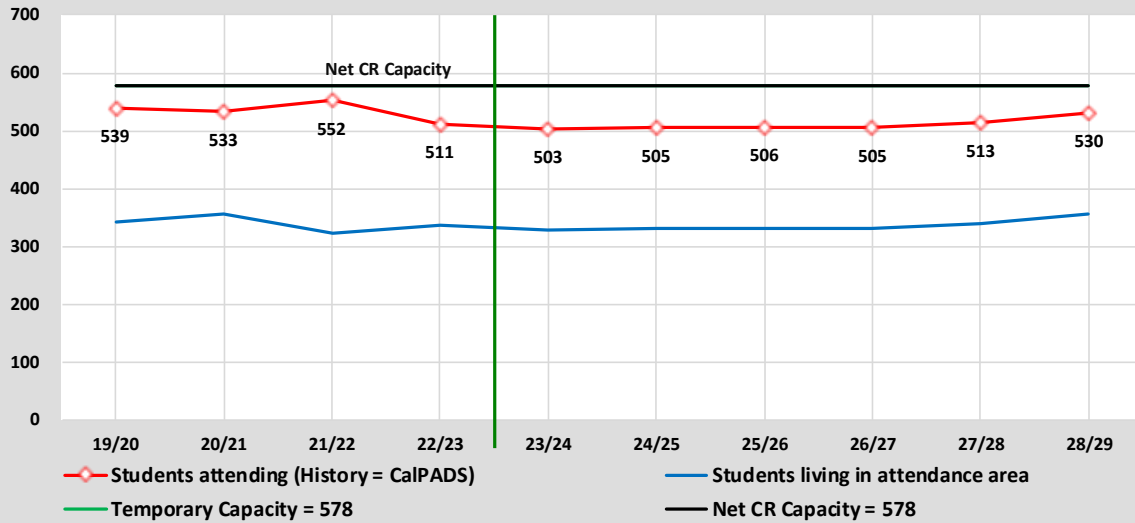
Lake Canyon Elem
Transfer Students



Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Capacity & Projected Enrollment Lake Canyon Elem



District Loading Standards
 Traditional School
 All Portables Loaded
 Net Classroom Count = 22
 Grades Served = K - 6

Classroom Needs Timeline

Year	Total Students*	Annual Change	Spec. Ed. Students	Net CR Capacity	Unhoused Students	Annual CR Needed	Total CR's Needed	Available Seats	Projected Housing Units
22/23	511	-41	0	578	0	0	0	67	
23/24	503	-8	0	578	0	0	-1	75	0
24/25	505	2	0	578	0	0	0	73	20
25/26	506	1	0	578	0	0	0	72	30
26/27	505	-1	0	578	0	0	0	73	65
27/28	513	8	0	578	0	0	0	65	80
28/29	530	17	0	578	0	0	0	48	80

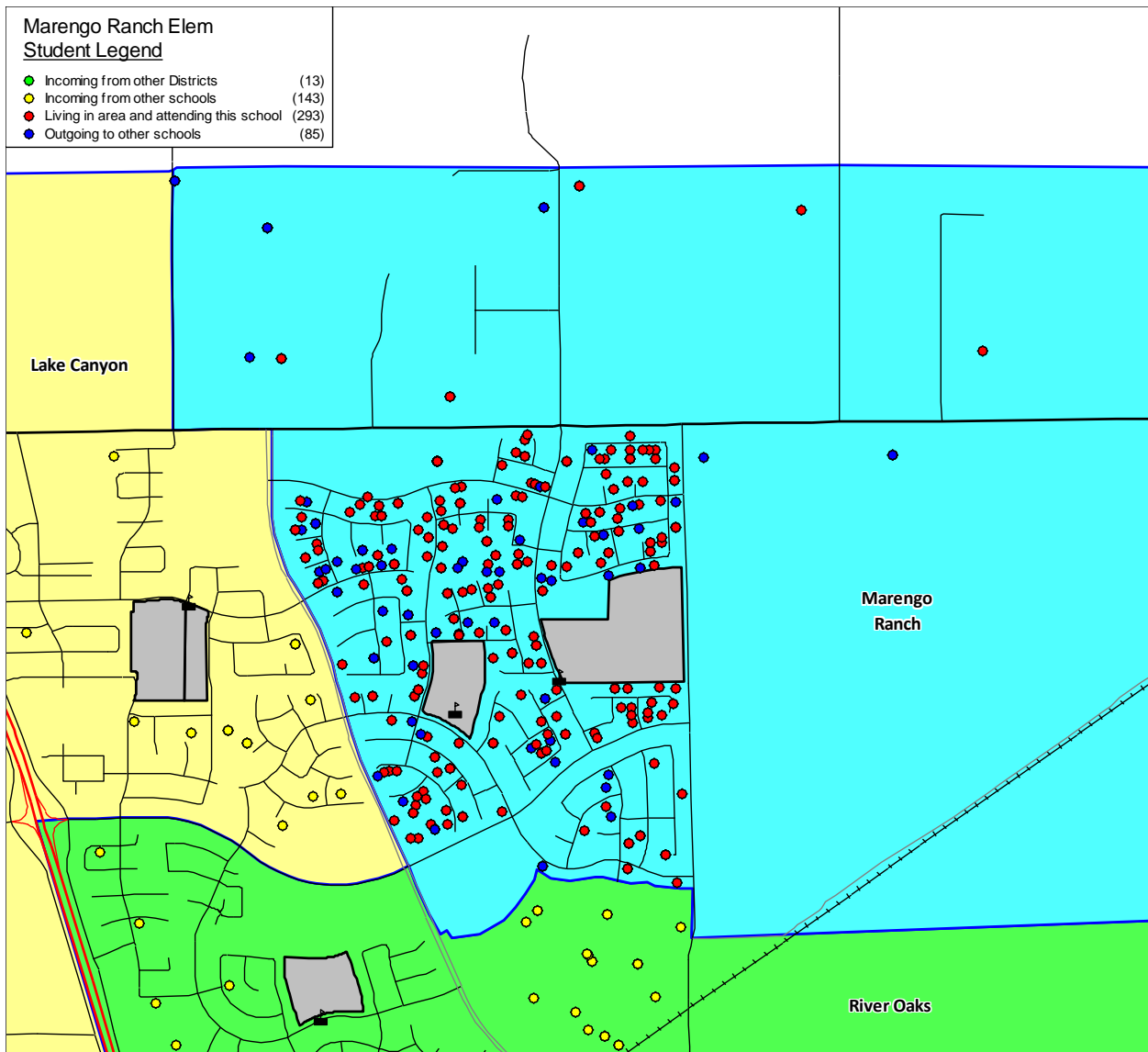
* Based on Students Attending (Squares on Graph)
 Net Classroom Count = 22

Lake Canyon Elem

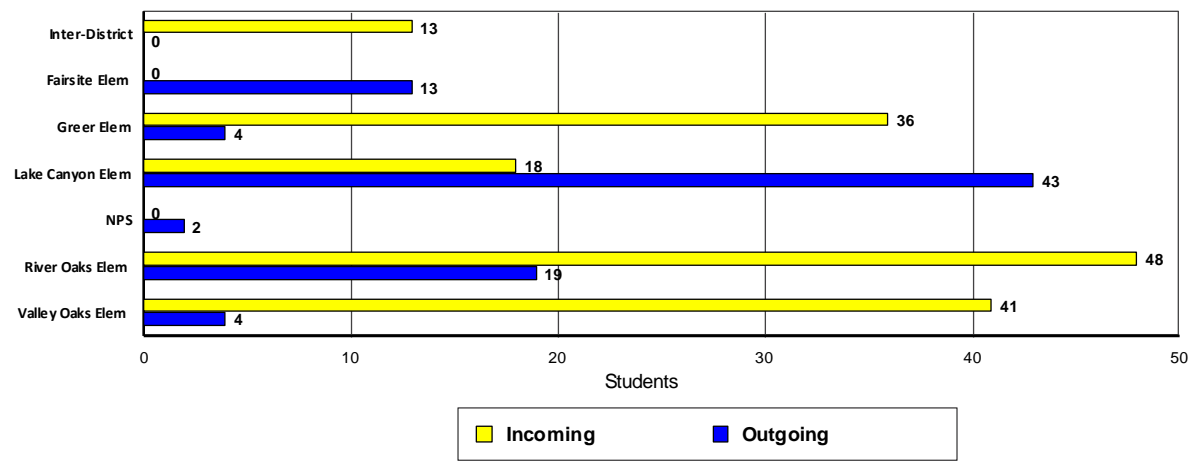
YEAR:	Students in boundary				Historic Cohorts			Weighted Average	Attendance Factors		Current Enrollment	23/24 Projection	Net Change
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22		Intra	Inter			
Grade													
T K	9	6	10	9	-3	4	-1	0	0.0%	0.0%	0	0	0
K	59	43	32	47	-16	-11	15	-1	38.3%	2.1%	66	63	-3
1	43	62	47	38	3	4	6	5	42.1%	10.5%	58	72	14
2	52	44	52	45	1	-10	-2	-4	40.0%	6.7%	66	55	-11
3	49	54	44	55	2	0	3	2	50.9%	12.7%	90	82	-8
4	51	51	49	46	2	-5	2	0	47.8%	4.3%	70	79	9
5	50	52	54	50	1	3	1	2	36.0%	12.0%	74	72	-2
6	39	50	46	55	0	-6	1	-2	50.9%	7.3%	87	80	-7
Totals	352	362	334	345	-1.3	-2.6	3.1	0.3	43.7%	8.0%	511	503	-8

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections



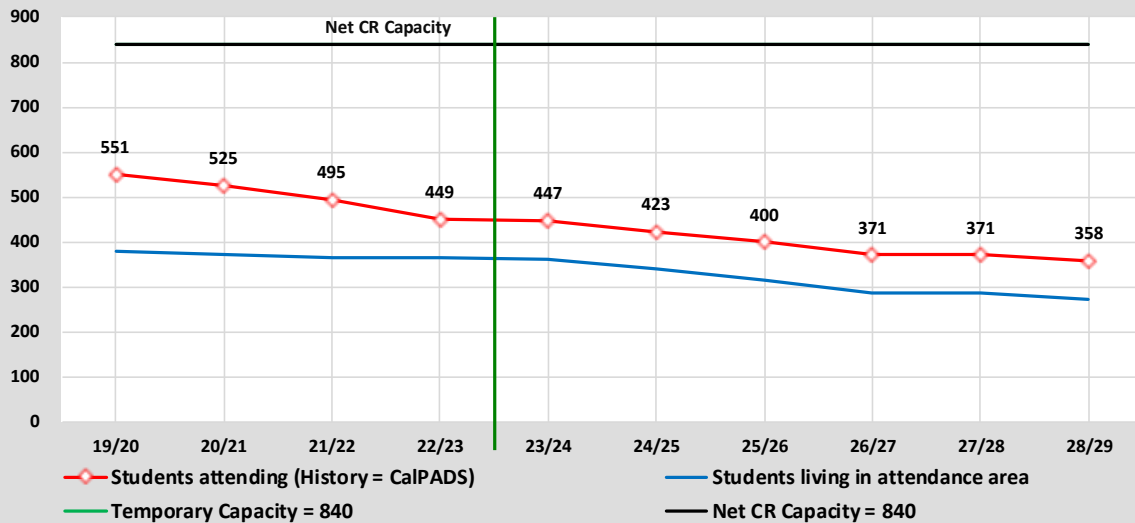
Marengo Ranch Elem
Transfer Students



Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Capacity & Projected Enrollment Marengo Ranch Elem



District Loading Standards
 Traditional School
 All Portables Loaded
 Net Classroom Count = 34
 Grades Served = K - 6

Classroom Needs Timeline

Year	Total Students*	Annual Change	Spec. Ed. Students	Net CR Capacity	Unhoused Students	Annual CR Needed	Total CR's Needed	Available Seats	Projected Housing Units
22/23	449	-46	0	840	0	0	-16	391	
23/24	447	-2	0	840	0	0	-16	393	0
24/25	423	-24	0	840	0	0	-16	417	0
25/26	400	-23	0	840	0	0	-17	440	0
26/27	371	-29	0	840	0	0	-18	469	0
27/28	371	0	0	840	0	0	-20	469	10
28/29	358	-13	0	840	0	0	-20	482	20

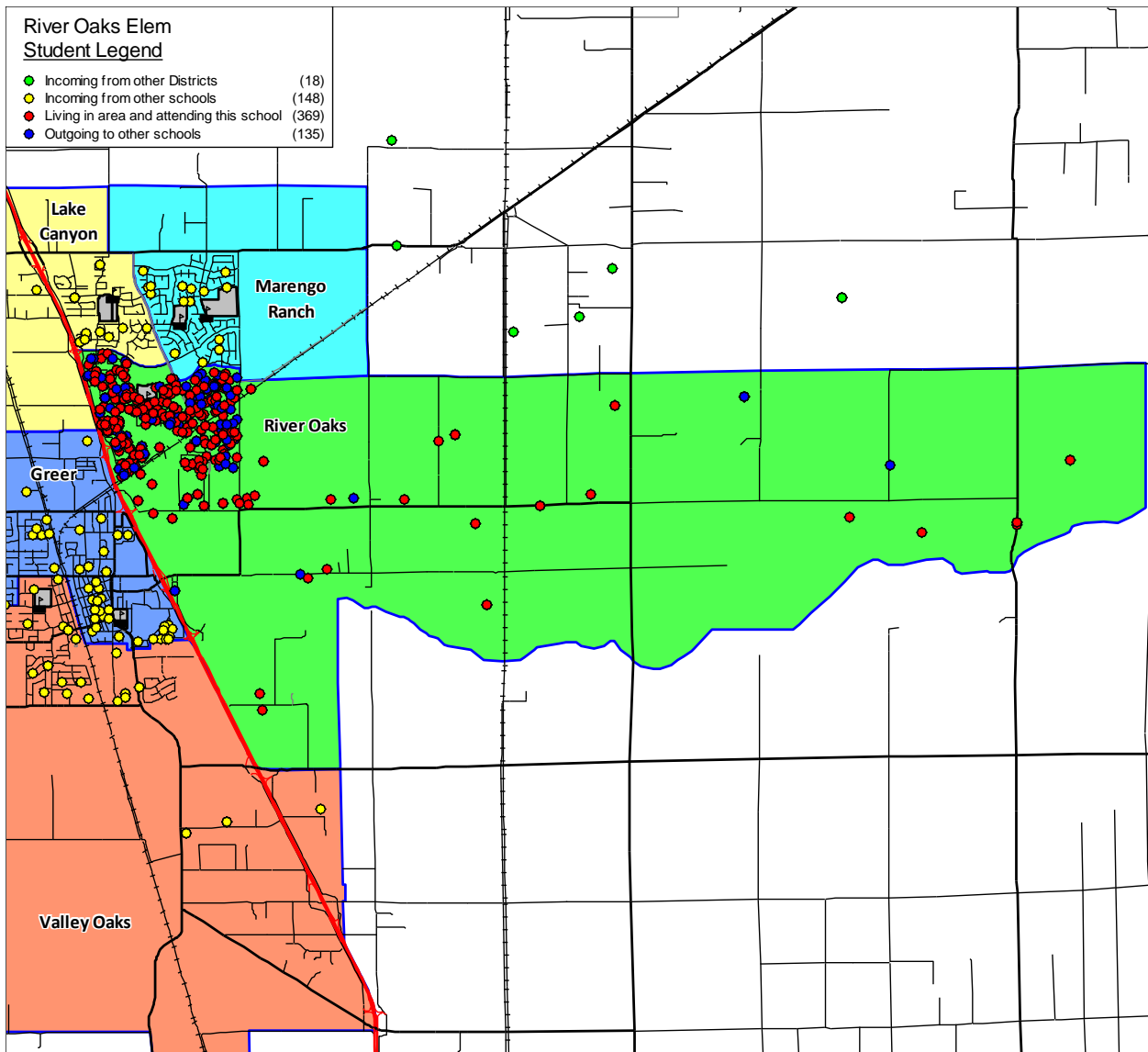
* Based on Students Attending (Squares on Graph)
 Net Classroom Count = 34

Marengo Ranch Elem

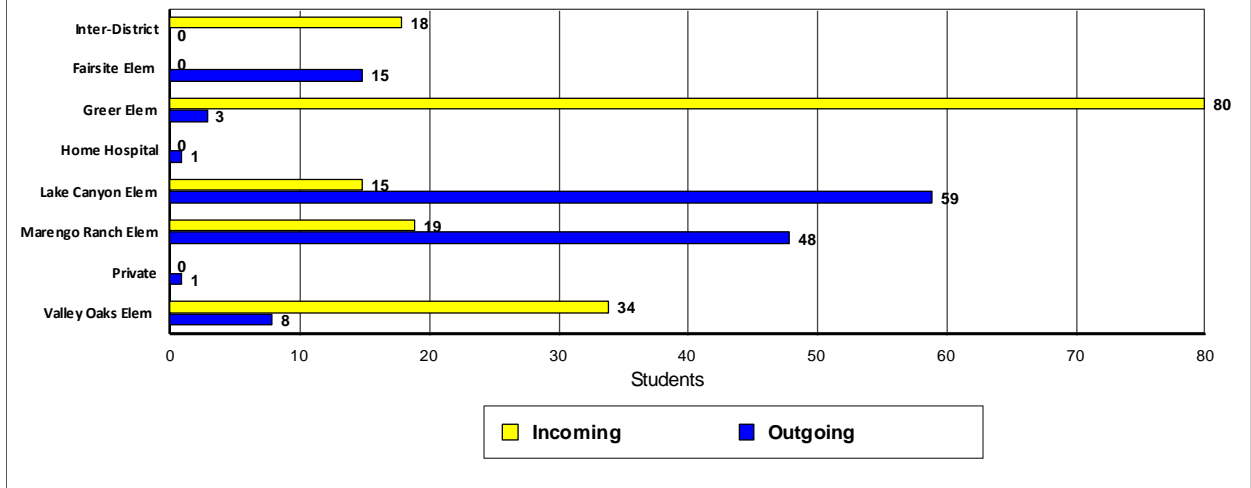
YEAR:	Students in boundary				Historic Cohorts			Weighted Average	Attendance Factors		Current Enrollment	23/24 Projection	Net Change
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22		Intra	Inter			
Grade													
T K	6	10	8	13	4	-2	5	-1	0.0%	0.0%	0	0	0
K	45	44	44	47	-1	0	3	-1	-6.4%	0.0%	44	44	0
1	61	50	36	46	5	-8	2	0	28.3%	2.2%	60	59	-1
2	55	63	55	37	2	5	1	3	32.4%	8.1%	52	62	10
3	46	56	57	62	1	-6	7	2	8.1%	4.8%	70	45	-25
4	64	44	62	58	-2	6	1	2	19.0%	6.9%	73	77	4
5	49	65	46	66	1	2	4	3	27.3%	1.5%	85	78	-7
6	59	51	64	49	2	-1	3	2	30.6%	2.0%	65	82	17
Totals	385	383	372	378	1.5	-0.5	3.3	1.3	19.9%	3.7%	449	447	-2

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections



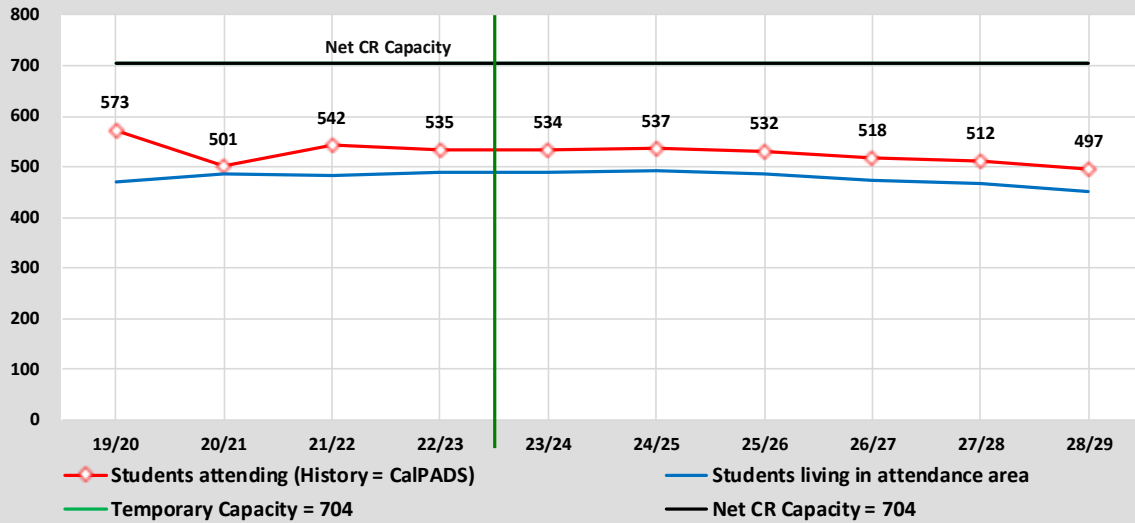
River Oaks Elem
Transfer Students



Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Capacity & Projected Enrollment River Oaks Elem



District Loading Standards
 Traditional School
 All Portables Loaded
 Net Classroom Count = 29
 Grades Served = K - 6

Classroom Needs Timeline

Year	Total Students*	Annual Change	Spec. Ed. Students	Net CR Capacity	Unhoused Students	Annual CR Needed	Total CR's Needed	Available Seats	Projected Housing Units
22/23	535	-7	0	704	0	0	-6	169	
23/24	534	-1	0	704	0	0	-6	170	42
24/25	537	3	0	704	0	0	-6	167	71
25/26	532	-5	0	704	0	0	-6	172	36
26/27	518	-14	0	704	0	0	-7	186	36
27/28	512	-6	0	704	0	0	-7	192	36
28/29	497	-15	0	704	0	0	-8	207	36

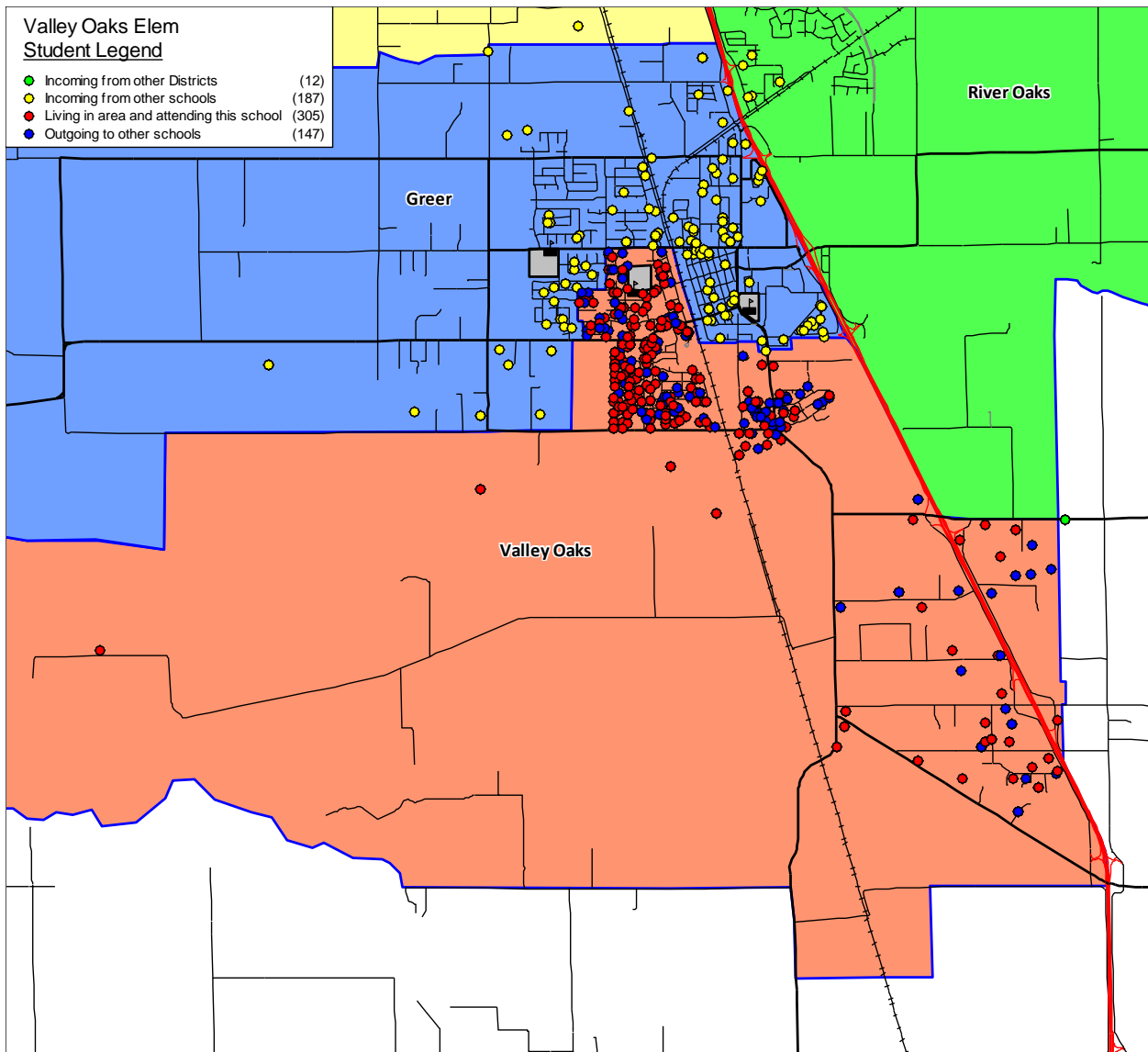
* Based on Students Attending (Squares on Graph)
 Net Classroom Count = 29

River Oaks Elem

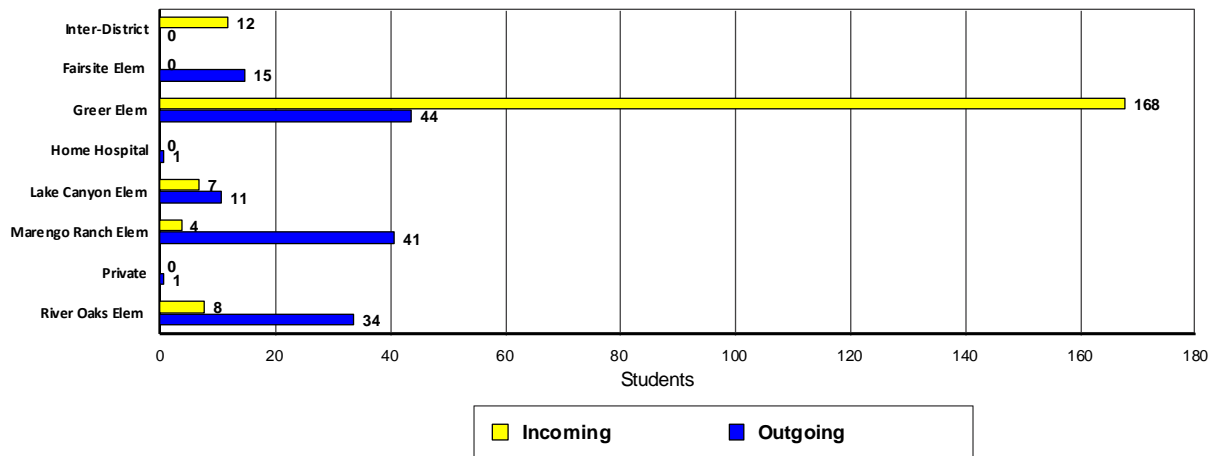
YEAR:	Students in boundary				Historic Cohorts			Weighted Average	Attendance Factors		Current Enrollment	23/24 Projection	Net Change
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22		Intra	Inter			
Grade													
T K	19	7	18	15	-12	11	-3	-1	0.0%	0.0%	0	0	0
K	55	62	62	60	7	0	-2	-1	8.3%	1.7%	66	73	7
1	60	65	56	64	10	-6	2	1	21.9%	1.6%	79	76	-3
2	77	62	68	60	2	3	4	3	16.7%	1.7%	71	78	7
3	71	79	61	73	2	-1	5	3	6.8%	4.1%	81	71	-10
4	73	74	76	68	3	-3	7	3	1.5%	5.9%	73	81	8
5	61	78	80	78	5	6	2	4	12.8%	9.0%	95	89	-6
6	74	65	79	86	4	1	6	4	-19.8%	1.2%	70	66	-4
Totals	490	492	500	504	2.6	1.4	2.6	2.0	6.9%	3.6%	535	534	-1

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections



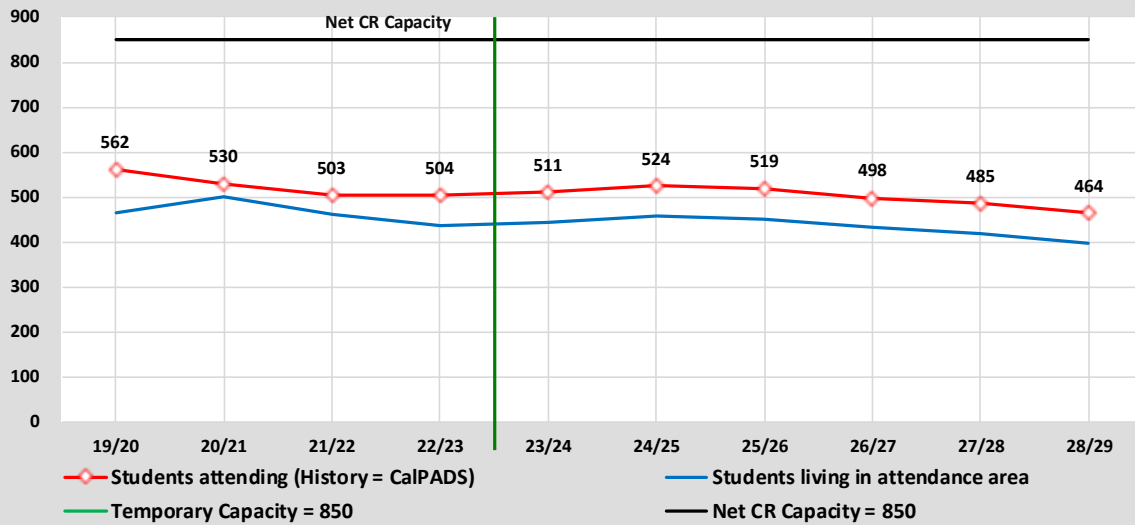
Valley Oaks Elem
Transfer Students



Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Capacity & Projected Enrollment Valley Oaks Elem



District Loading Standards
 Traditional School
 All Portables Loaded
 Net Classroom Count = 35
 Grades Served = K - 6

Classroom Needs Timeline

Year	Total Students*	Annual Change	Spec. Ed. Students	Net CR Capacity	Unhoused Students	Annual CR Needed	Total CR's Needed	Available Seats	Projected Housing Units
22/23	504	1	0	850	0	0	-14	346	
23/24	511	7	0	850	0	0	-13	339	50
24/25	524	13	0	850	0	0	-13	326	58
25/26	519	-5	0	850	0	0	-14	331	41
26/27	498	-21	0	850	0	0	-14	352	0
27/28	485	-13	0	850	0	0	-14	365	0
28/29	464	-21	0	850	0	0	-16	386	0

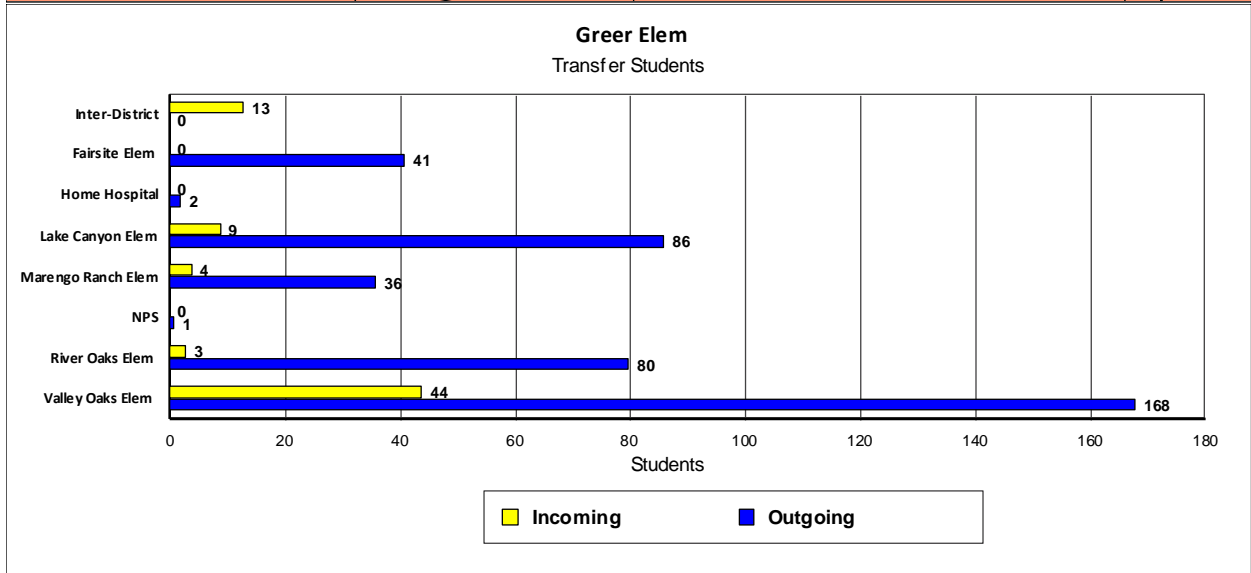
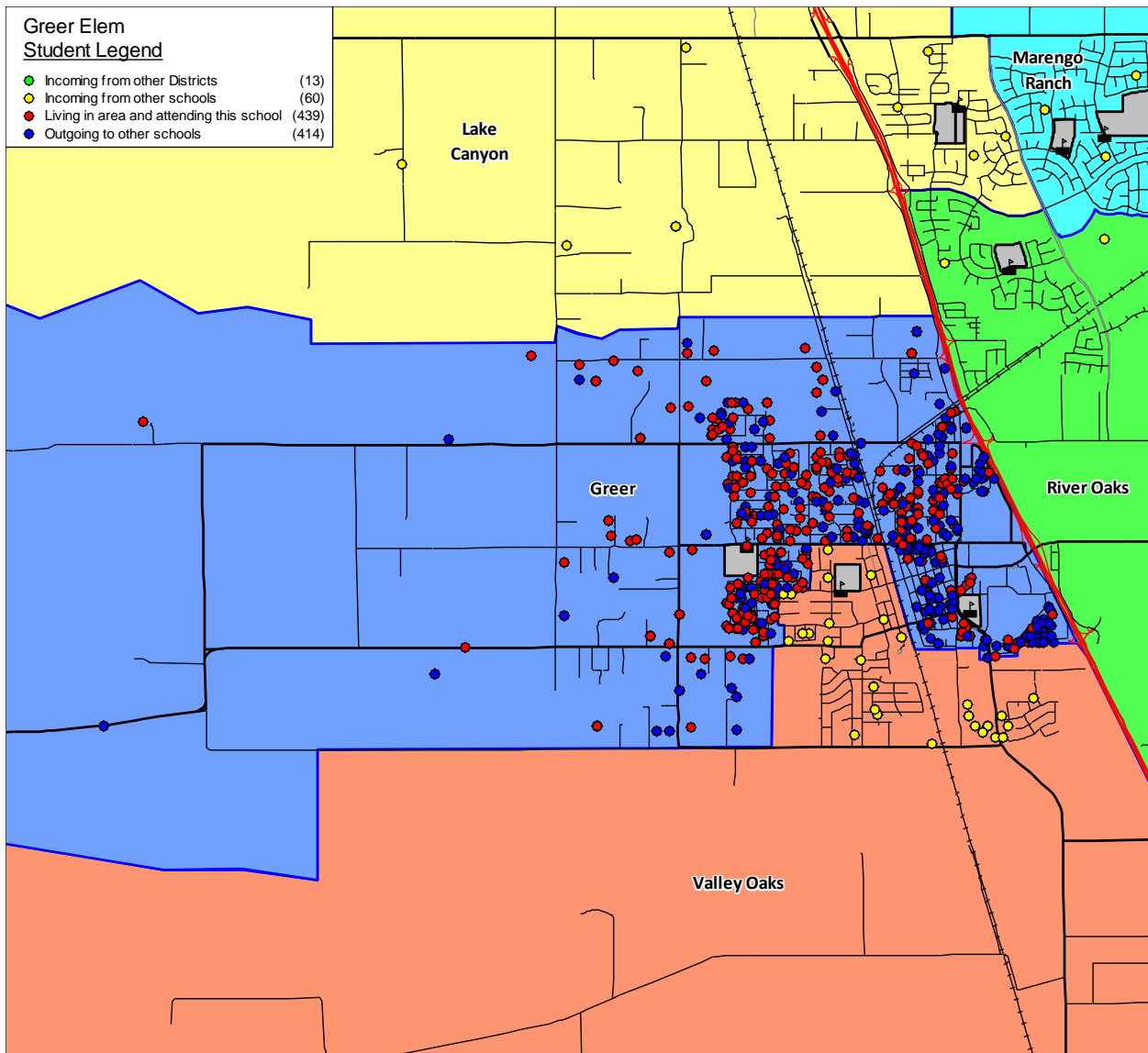
* Based on Students Attending (Squares on Graph)
 Net Classroom Count = 35

Valley Oaks Elem

YEAR:	Students in boundary				Historic Cohorts			Weighted Average	Attendance Factors		Current Enrollment	23/24 Projection	Net Change
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22		Intra	Inter			
Grade													
T K	14	5	7	15	-9	2	8	-1	0.0%	0.0%	0	0	0
K	70	76	67	37	6	-9	-30	-1	62.2%	5.4%	62	92	30
1	68	72	66	72	2	-10	5	0	-8.3%	2.8%	68	35	-33
2	55	71	71	65	3	-1	-1	0	3.1%	1.5%	68	77	9
3	70	61	63	73	6	-8	2	-1	-8.2%	0.0%	67	60	-7
4	72	72	57	64	2	-4	1	-1	9.4%	3.1%	72	82	10
5	70	75	68	59	3	-4	2	0	33.9%	1.7%	80	86	6
6	59	74	69	67	4	-6	-1	-2	23.9%	6.0%	87	79	-8
Totals	478	506	468	452	2.1	-5.0	-1.8	-0.8	16.5%	2.9%	504	511	7

Galt Joint Union Elementary School District

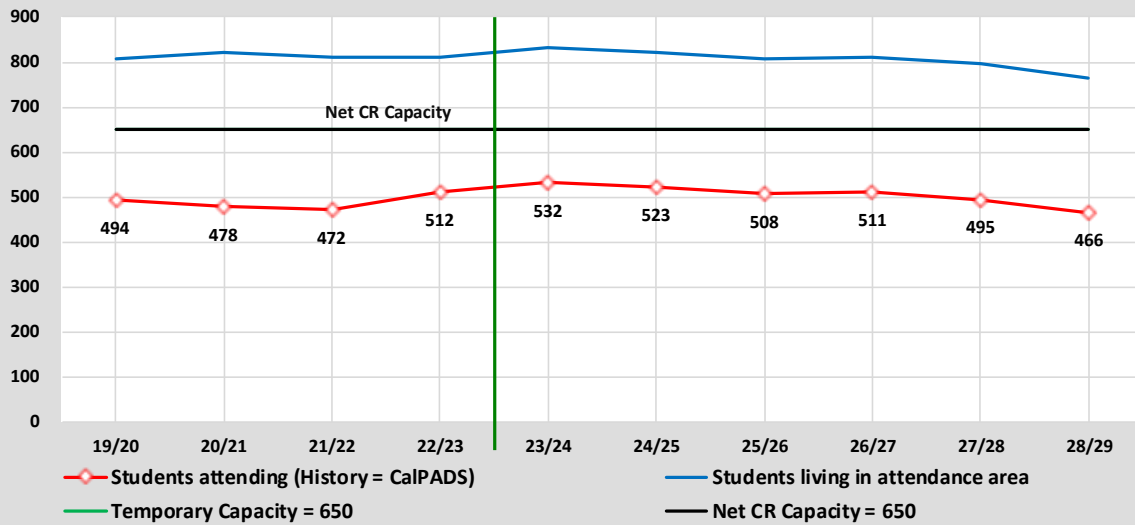
2022/23 Demographics and Enrollment Projections



Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Capacity & Projected Enrollment Greer Elem



District Loading Standards
 Traditional School
 All Portables Loaded
 Net Classroom Count = 28
 Grades Served = K - 6

Classroom Needs Timeline

Year	Total Students*	Annual Change	Spec. Ed. Students	Net CR Capacity	Unhoused Students	Annual CR Needed	Total CR's Needed	Available Seats	Projected Housing Units
22/23	512	40	0	650	0	0	-6	138	
23/24	532	20	0	650	0	0	-4	118	0
24/25	523	-9	0	650	0	0	-6	127	0
25/26	508	-15	0	650	0	0	-5	142	0
26/27	511	3	0	650	0	0	-6	139	0
27/28	495	-16	0	650	0	0	-6	155	0
28/29	466	-29	0	650	0	0	-9	184	0

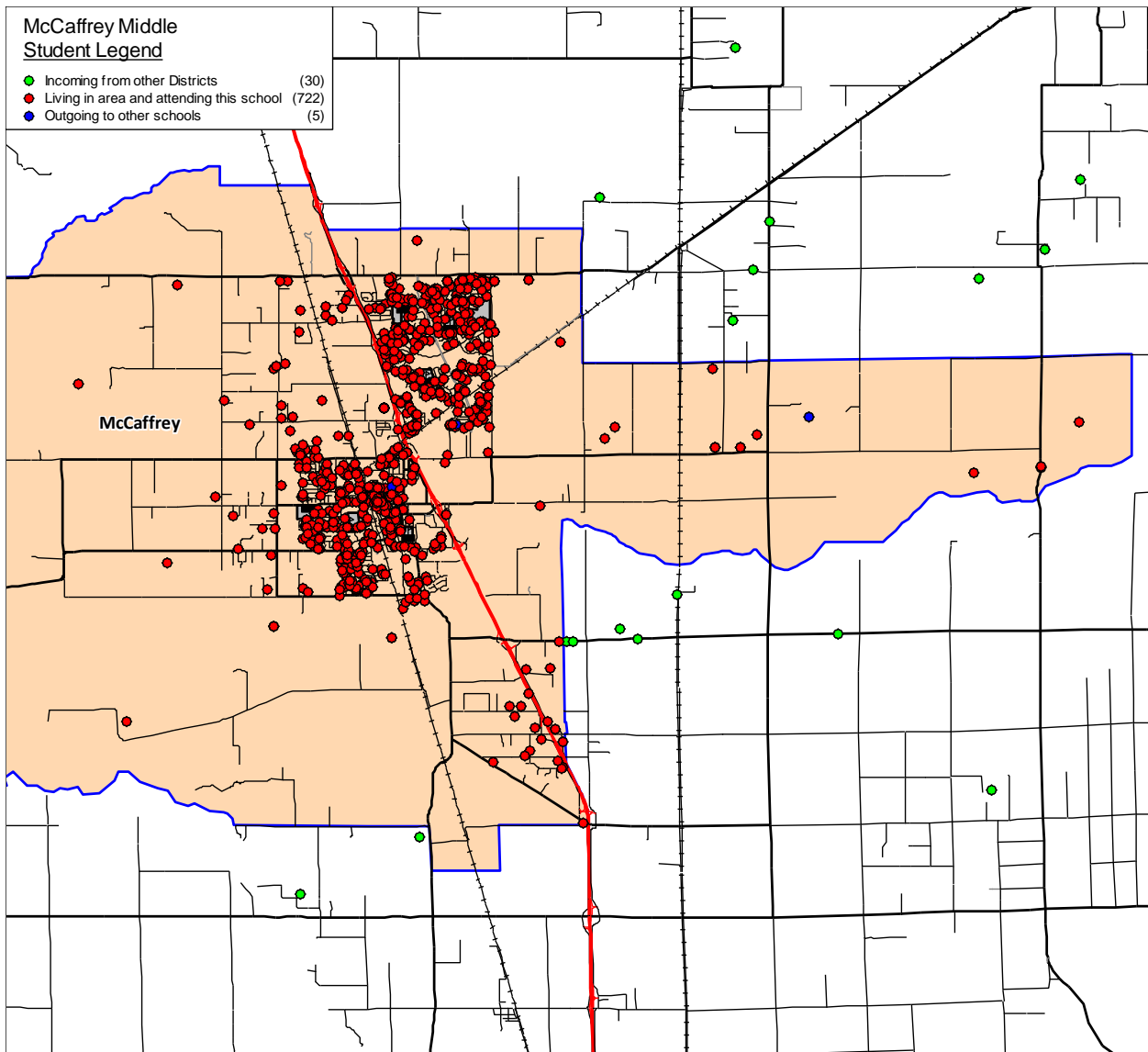
* Based on Students Attending (Squares on Graph)
 Net Classroom Count = 28

Greer Elem

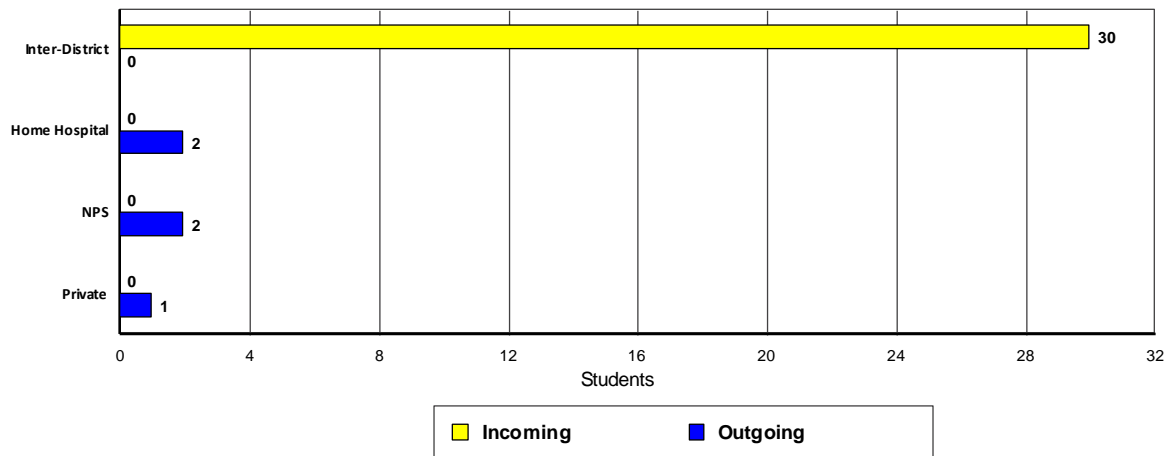
YEAR:	Students in boundary				Historic Cohorts			Weighted Average	Attendance Factors		Current Enrollment	23/24 Projection	Net Change
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22		Intra	Inter			
Grade													
T K	17	22	15	41	5	-7	26	-2	0.0%	0.0%	0	0	0
K	104	107	117	111	3	10	-6	-2	-39.6%	0.9%	68	78	10
1	118	104	107	124	0	0	7	4	-30.6%	0.0%	86	76	-10
2	123	122	98	117	4	-6	10	4	-35.9%	2.6%	78	88	10
3	108	130	118	101	7	-4	3	1	-32.7%	3.0%	71	87	16
4	122	115	134	126	7	4	8	7	-33.3%	2.4%	87	68	-19
5	115	129	107	127	7	-8	-7	-5	-52.8%	1.6%	62	55	-7
6	117	116	130	106	1	1	-1	0	-44.3%	0.9%	60	80	20
Totals	824	845	826	853	4.3	-1.3	5.0	0.9	-38.5%	1.6%	512	532	20

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections



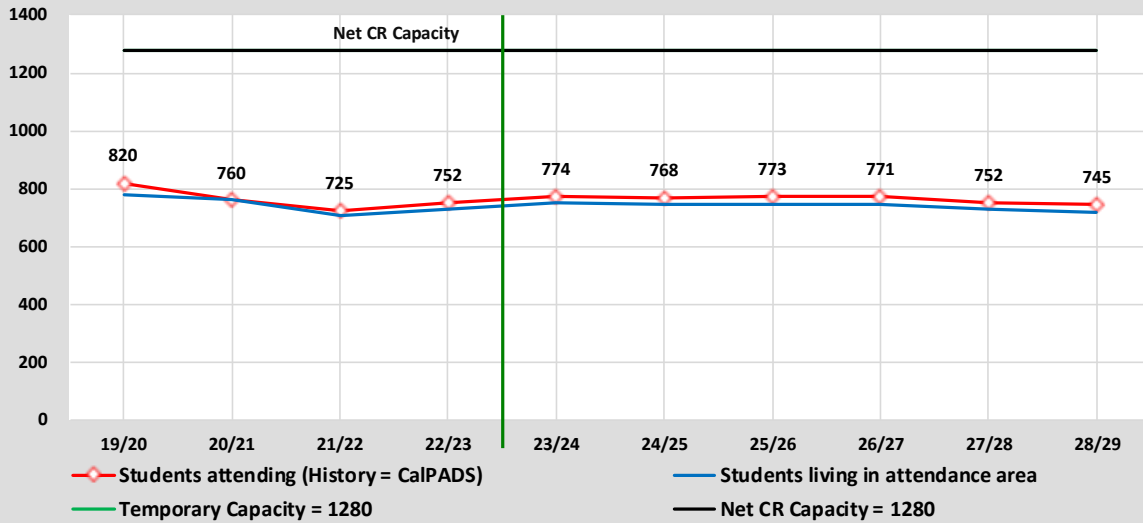
McCaffrey Middle
Transfer Students



Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Capacity & Projected Enrollment McCaffrey Middle



District Loading Standards
 Traditional School
 All Portables Loaded
 Net Classroom Count = 40
 Grades Served = 7 - 8

Classroom Needs Timeline

Year	Total Students*	Annual Change	Spec. Ed. Students	Net CR Capacity	Unhoused Students	Annual CR Needed	Total CR's Needed	Available Seats	Projected Housing Units
22/23	752	27	0	1280	0	0	-16	528	
23/24	774	22	0	1280	0	0	-16	506	92
24/25	768	-6	0	1280	0	0	-16	512	149
25/26	773	5	0	1280	0	0	-16	507	107
26/27	771	-2	0	1280	0	0	-16	509	101
27/28	752	-19	0	1280	0	0	-16	528	126
28/29	745	-7	0	1280	0	0	-17	535	136

* Based on Students Attending (Squares on Graph)
 Net Classroom Count = 40

McCaffrey Middle

YEAR:	Students in boundary				Historic Cohorts			Weighted Average	Attendance Factors		Current Enrollment	23/24 Projection	Net Change
	19/20	20/21	21/22	22/23	19 to 20	20 to 21	21 to 22		Intra	Inter			
Grade													
T K	65	50	58	93	-15	8	35	-4	0.0%	0.0%	0	0	0
K	333	332	322	302	-1	-10	-20	-5	0.0%	0.0%	0	0	0
1	350	353	312	344	20	-20	22	8	0.0%	0.0%	0	0	0
2	362	362	344	324	12	-9	12	5	0.0%	0.0%	0	0	0
3	344	380	343	364	18	-19	20	7	0.0%	0.0%	0	0	0
4	382	356	378	362	12	-2	19	11	0.0%	0.0%	0	0	0
5	345	399	355	380	17	-1	2	4	0.0%	0.0%	0	0	0
6	348	356	388	363	11	-11	8	2	0.0%	0.0%	0	0	0
7	374	368	343	389	20	-13	1	-1	-0.5%	3.6%	401	374	-27
8	407	396	361	338	22	-7	-5	-1	-0.9%	4.7%	351	400	49
Totals	3310	3352	3204	3259	11.6	-8.4	9.4	2.6	-0.7%	4.2%	752	774	22

Galt Joint Union Elementary School District

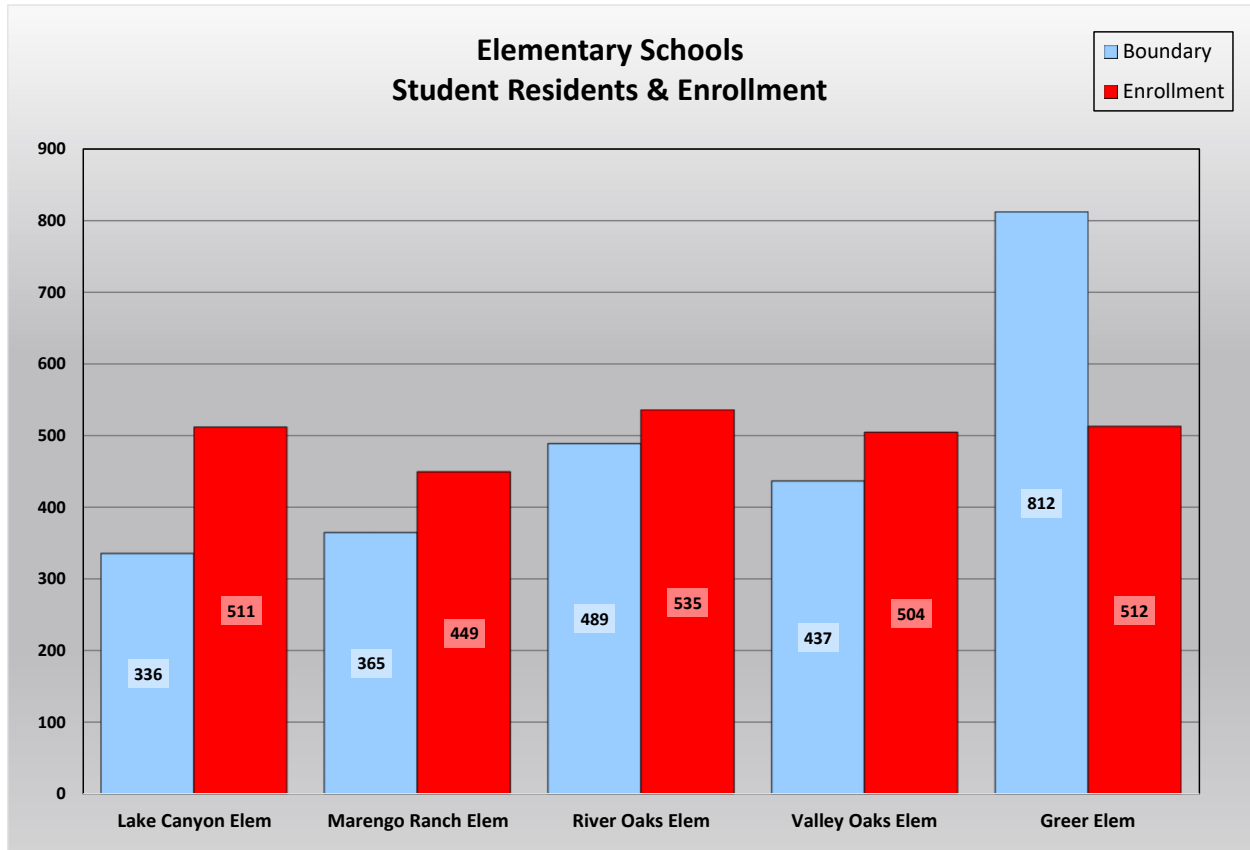
2022/23 Demographics and Enrollment Projections

Student Attendance Matrix

ATTENDANCE MATRIX									
R E S I D E N C E	SCHOOL: AREA	SCHOOL OF ATTENDANCE						Total Residing	
		Fairsite Elem	Lake Canyon Elem	Marengo Ranch Elem	River Oaks Elem	Valley Oaks Elem	Greer Elem		McCaffrey Middle
	Inter-District	3	27	13	18	12	13	30	116
	Lake Canyon Elem	9	285	18	15	7	9	0	343
	Marengo Ranch Elem	13	43	293	19	4	4	0	376
	River Oaks Elem	15	59	48	369	8	3	0	502
	Valley Oaks Elem	15	11	41	34	305	44	0	450
	Greer Elem	41	86	36	80	168	439	0	850
	McCaffrey Middle	0	0	0	0	0	0	722	722
	Total Attending	96	511	449	535	504	512	752	3,359
	Intra-Ins	93	199	143	148	187	60	0	830
	Inter-Ins	3	27	13	18	12	13	30	116
	Total In-Flow	96	226	156	166	199	73	30	946
	Intra-Outs	0	58	83	133	145	411	0	830
	Net Transfers	96	168	73	33	54	-338	30	116
	% In-Flow Students		44.2%	34.7%	31.0%	39.5%	14.3%	4.0%	28.2%
	% Out-Flow Students		16.9%	22.1%	26.5%	32.2%	48.4%	0.0%	24.7%

This chart summarizes the transfers in and out of each school as were seen by the yellow dots and blue dots on the school attendance maps. In addition, the data has been analyzed to determine the total in-flow and out-flow rates for each school. The school with the largest in-flow rate is Lake Canyon Elementary and the school with the largest out-flow rate is Greer Elementary.

Student Residency and Enrollment Comparison



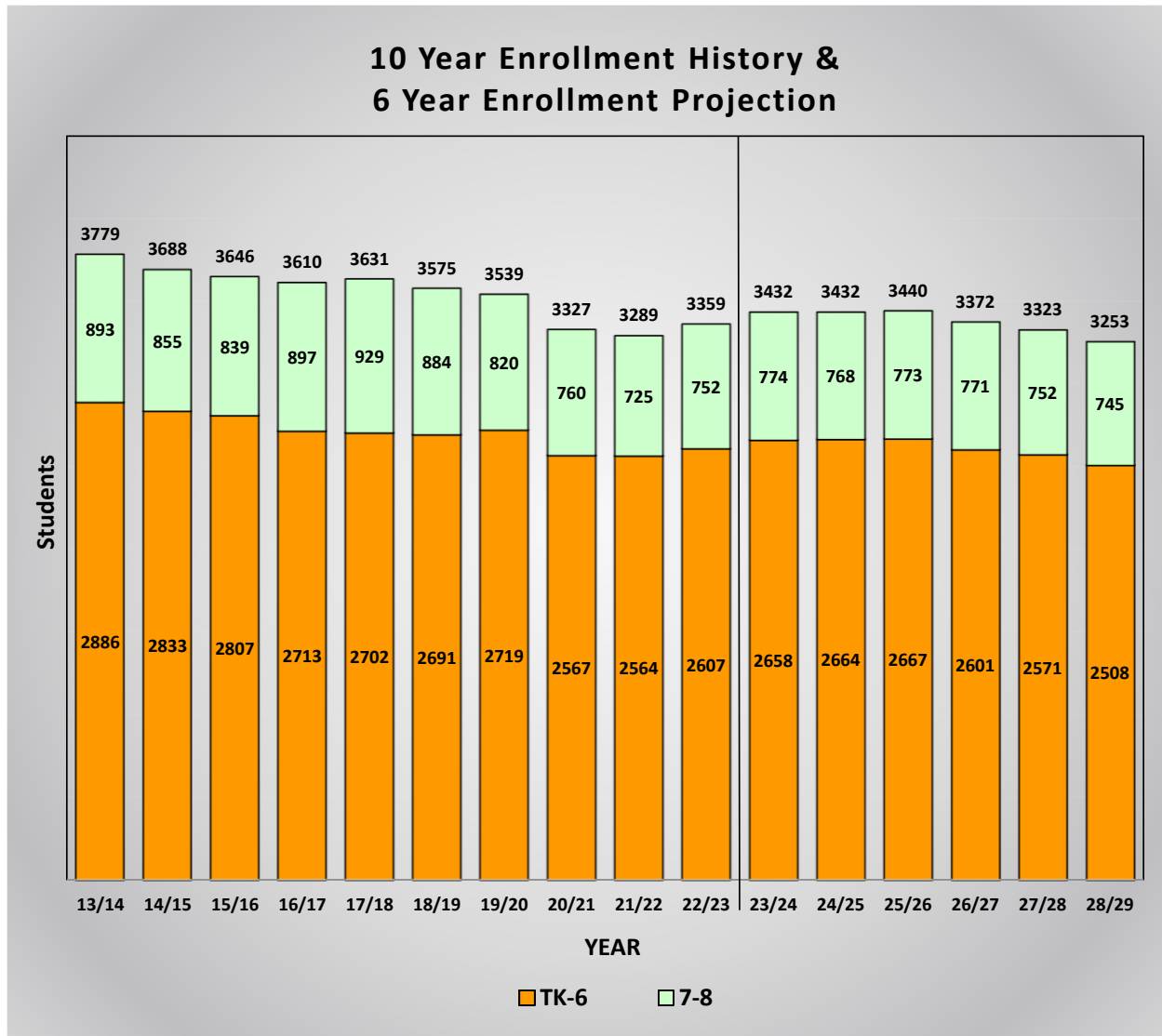
This chart compares each individual elementary school enrollment to the students that reside within the school attendance boundary. Utilizing this data helps make it easy to see which schools have the largest and smallest enrollments as well as which boundaries are most populated. Schools with more students enrolled than those living in the boundary have a net transfer into the school. This is typically found at schools with special programs such as Gate or Dual Immersion, schools housing students from overcrowded or Program Improvement (PI) schools, and schools with more capacity than the student population living in the boundary.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Ten Year Enrollment History and Six Year Enrollment Projections

This graph shows a summary of the projections for the entire District. It shows the current enrollment for 2022/23, the historic enrollment for the past nine years, and the projected enrollment for the next six years. The end result is a total of 3,253 students in the District in 2028/29.



The Galt Joint Union Elementary School District has declined in enrollment over the past ten years from an enrollment of 3,779 in 2013/14 to the current enrollment of 3,359.

This graph is color coded by grade groupings:

Orange represents the historic and projected enrollment for the elementary school grades TK-6.
 Green represents the historic and projected enrollment for the middle school grades 7-8.

The entire District enrollment is shown at the top of each bar.

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

Enrollment Projection Summary by Grade

The chart below shows three years of historic enrollment, the current enrollment, and six years of projected enrollment by grade.

Galt Joint Union Elementary School District Enrollment Projection Summary by Grade										
Grade	Historic Enrollment			Current Enrollment	Projected Enrollment					
	<u>19/20</u>	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>	<u>23/24</u>	<u>24/25</u>	<u>25/26</u>	<u>26/27</u>	<u>27/28</u>	<u>28/29</u>
TK	65	46	59	96	131	152	202	198	195	193
K	372	324	329	306	350	327	291	289	282	275
1	372	354	316	351	318	362	339	303	302	295
2	391	352	359	335	360	328	370	347	312	311
3	369	385	353	379	345	372	338	380	359	324
4	400	349	389	375	387	355	380	346	389	368
5	370	395	362	396	380	395	361	386	353	396
6	380	362	397	369	387	373	386	352	379	346
7	407	364	353	401	374	393	380	392	360	385
8	413	396	372	351	400	375	393	379	392	360
Total TK-6	2,719	2,567	2,564	2,607	2,658	2,664	2,667	2,601	2,571	2,508
Total 7-8	820	760	725	752	774	768	773	771	752	745
District Totals	3,539	3,327	3,289	3,359	3,432	3,432	3,440	3,372	3,323	3,253

Enrollment Projection Summary by School

Galt Joint Union Elementary School District Enrollment Projection Summary by School							
School	Current Enrollment						
	<u>22/23</u>	<u>23/24</u>	<u>24/25</u>	<u>25/26</u>	<u>26/27</u>	<u>27/28</u>	<u>28/29</u>
Fairsite Elem	96	131	152	202	198	195	193
Lake Canyon Elem	511	503	505	506	505	513	530
Marengo Ranch Elem	449	447	423	400	371	371	358
River Oaks Elem	535	534	537	532	518	512	497
Valley Oaks Elem	504	511	524	519	498	485	464
Greer Elem	512	532	523	508	511	495	466
Elementary Totals	2,607	2,658	2,664	2,667	2,601	2,571	2,508
McCaffrey Middle	752	774	768	773	771	752	745
Middle Totals	752	774	768	773	771	752	745
District Totals	3,359	3,432	3,432	3,440	3,372	3,323	3,253
Annual Change		73	0	8	-68	-49	-70

Galt Joint Union Elementary School District

2022/23 Demographics and Enrollment Projections

2022/23 One Year Enrollment Projection by School and Grade

Galt Joint Union Elementary School District											
Enrollment Projections											
YEAR 23/24, 1 Year Proj.											
School	T	K	1	2	3	4	5	6	7	8	TOTAL
Fairsite Elem	131	0	0	0	0	0	0	0	0	0	131
Lake Canyon Elem	0	63	72	55	82	79	72	80	0	0	503
Marengo Ranch Elem	0	44	59	62	45	77	78	82	0	0	447
River Oaks Elem	0	73	76	78	71	81	89	66	0	0	534
Valley Oaks Elem	0	92	35	77	60	82	86	79	0	0	511
Greer Elem	0	78	76	88	87	68	55	80	0	0	532
McCaffrey Middle	0	0	0	0	0	0	0	0	374	400	774
Totals	131	350	318	360	345	387	380	387	374	400	3,432
Current CalPADS	96	306	351	335	379	375	396	369	401	351	3,359
Net Change	35	44	-33	25	-34	12	-16	18	-27	49	73
Cohort Change			12	9	10	8	5	-9	5	-1	

Galt Joint Union Elementary School District has a current enrollment of 3,359 students. The projected enrollment for next year shows an increase of 73 students. This one year summary analyzes the net change between the current District enrollment by school and by grade, and the projected enrollment for 2023/24.

The students living in the boundary generate the cohort factors which are calculated for the past three years and the average is determined. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years. Next the attendance factor is used to determine the net enrollment for each grade. The attendance factor is determined by analyzing the current year of students to see how many Inter- and Intra-district transfers there are. The cohort change factor indicates the change in the number of students for each grade compared to the number of students in the prior grade the previous year.

These projections assume the transfers between schools remain consistent. If changes in facilities, schedules, programs or policies are made, then the patterns may be impacted.

Galt Joint Union Elementary School District
2022/23 Demographics and Enrollment Projections

SCHOOL FACILITY UTILIZATION

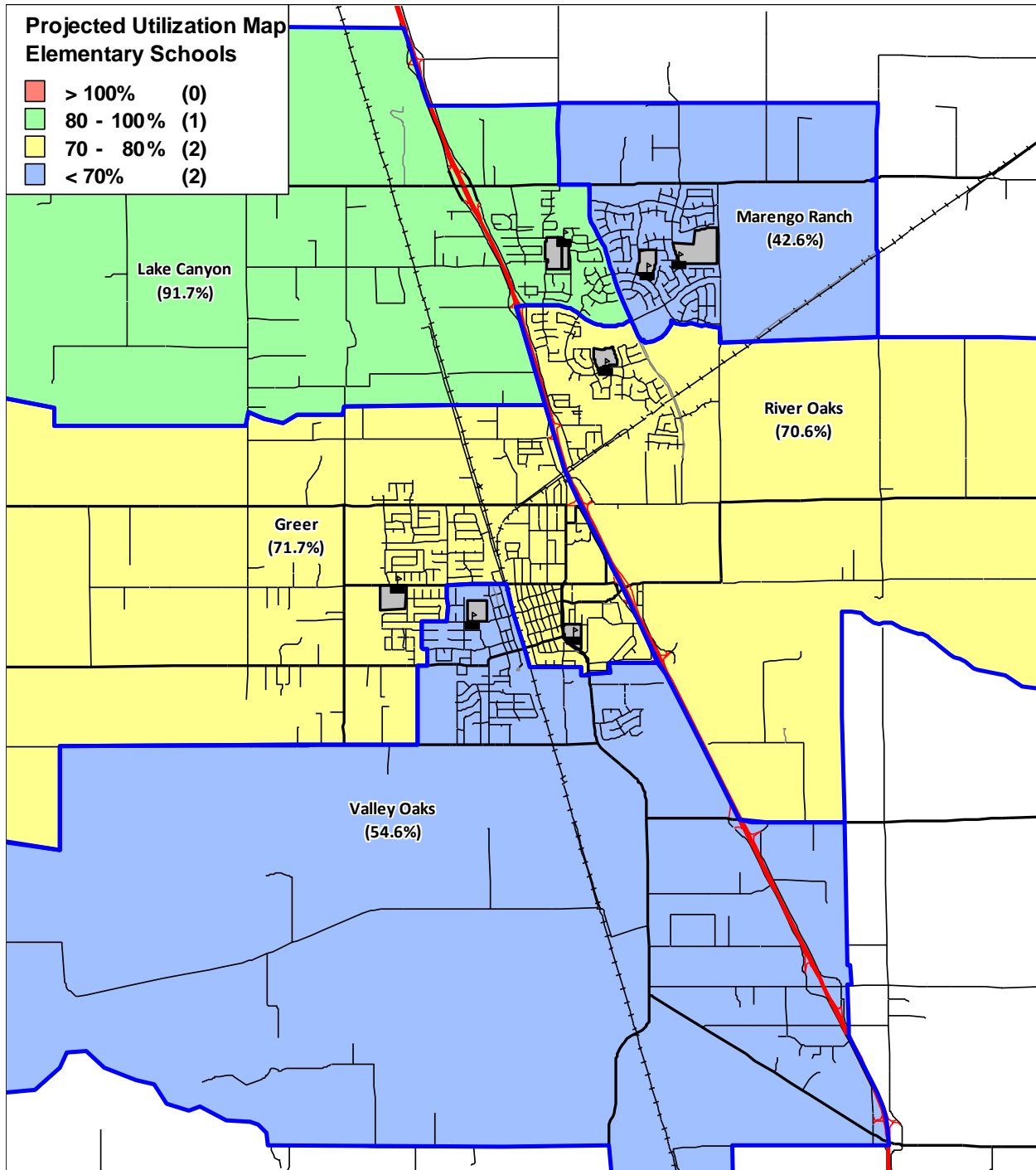
The following chart shows the current and projected utilization rates for each school. It has been color coded with blue representing schools with a utilization rate of under 70%, yellow representing a utilization rate of at least 70% but under 80% and red for the schools that have over 100% utilization. The utilization indicates the long term impacts of the changes in enrollment as compared to the school capacities.

School Facility Utilization			2022/23	2028/29	2022/23	2028/29
	Net	Net CR	Current	Projected	Current	Projected
<u>Elementary Schools</u>	<u>Classrooms</u>	<u>Capacity</u>	<u>Enrollment</u>	<u>Enrollment</u>	<u>Utilization</u>	<u>Utilization</u>
Fairsite Elem	10	200	96	193	48.0%	96.5%
Lake Canyon Elem	22	578	511	530	88.4%	91.7%
Marengo Ranch Elem	34	840	449	358	53.5%	42.6%
River Oaks Elem	29	704	535	497	76.0%	70.6%
Valley Oaks Elem	35	850	504	464	59.3%	54.6%
Greer Elem	28	650	512	466	78.8%	71.7%
Sub-Totals	158	3,822	2,607	2,508	68.2%	65.6%
<u>Middle Schools</u>						
McCaffrey Middle	40	1,280	752	745	58.8%	58.2%
Sub-Totals	40	1,280	752	745	58.8%	58.2%
District Totals	198	5,102	3,359	3,253	65.8%	63.8%

For 2022, the school with the highest percentage of available space is Fairsite Elementary and the school that is impacted the most is Lake Canyon Elementary.

Galt Joint Union Elementary School District 2022/23 Demographics and Enrollment Projections

The color-coded map below shows the projected utilization for the elementary schools.



Speakers



Tara Westover
#1 NYT Bestselling
Author, Educated



Brandon P. Fleming
Harvard Educator and
Author of Miseducated:
A Memoir

CONFERENCE SCHEDULE

PRE-CONFERENCE DAY 1: WEDNESDAY, NOV. 30	CONFERENCE DAY 1: THURSDAY, DEC. 1
<p>7:00 a.m. — 5:00 p.m. Registration 8:30 a.m. — 3:50 p.m. Legal Symposium for Experienced Board Members 8:30 a.m. — 4:30 p.m. Board Presidents Workshop 8:30 a.m. — 4:30 p.m. Orientation for New Trustees</p>	<p>7:00 a.m. — 5:00 p.m. Registration 8:30 — 10:00 a.m. First General Session 10:00 a.m. — 2:00 p.m. Trade Show Floor 10:15 — 11:00 a.m. Book Signing 11:00 — 12:15 p.m. Concurrent Breakout Sessions 12:30 — 1:45 p.m. Meal Functions 2:15 — 3:30 p.m. Concurrent Breakout Sessions 3:15 — 5:00 p.m. Trade Show Floor 3:45 — 5:00 p.m. Concurrent Breakout Sessions 3:45 — 5:00 p.m. Masters in Governance Alumni Reception 5:00 — 7:30 p.m. CSBA Golden Bell Awards Reception and Ceremony</p>
CONFERENCE DAY 2: FRIDAY, DEC. 2	CONFERENCE DAY 3, SATURDAY, DEC. 3
<p>7:00 a.m. — 5:00 p.m. Registration 7:00 — 8:30 a.m. Meal Functions 8:30 a.m. — 4:00 p.m. Executive Assistant One-Day Program 8:30 a.m. — 4:00 p.m. Student Board Member One-Day Program 8:45 — 10:00 a.m. Concurrent Breakout Sessions 9:00 a.m. — 1:15 p.m. Trade Show Floor 10:15 — 11:30 a.m. Concurrent Breakout Sessions 11:45 a.m. — 1:00 p.m. Meal Functions 1:15 — 2:45 p.m. Second General Session 2:45 — 4:30 p.m. Trade Show Floor 3:45 — 5:00 p.m. Concurrent Breakout Sessions 4:00 — 5:00 p.m. Executive Assistant Reception</p>	<p>7:00 a.m. — 12:00 p.m. Registration 9:00 — 10:15 a.m. Concurrent Breakout Sessions 10:30 — 12:00 p.m. Third General Session 12:15 — 12:45 p.m. Book Signing</p>



Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: 212.395 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"> ▪ November 16, 2022 Regular Board Meeting ▪ November 28, 2022 Special Board Meeting c. Payment of Warrants <ul style="list-style-type: none"> ▪ Vendor Warrant Numbers: 23385002-23385095 ▪ Payroll Warrants: 11/10/22, 11/30/22 d. Personnel <ul style="list-style-type: none"> ▪ Resignations/Retirements ▪ Leave of Absence Requests ▪ New Hires/Reclassifications e. Master Contract for Non-Public Schools and Agencies: <ul style="list-style-type: none"> ▪ Soliant ▪ Sunbelt Staffing f. Terracon Proposal No. PNA225145 for Geotechnical Engineering Services at the Galt Joint Union Transportation Facility Shop Building g. Terracon Proposal No. PNA225146 for Geotechnical Engineering Services at Valley Oaks Elementary School Classroom Building 	

Galt Joint Union Elementary School District Board of Education Minutes

"Building a Bright Future for All Learners"

**Regular Board Meeting
November 16, 2022**

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

To Join Remotely Via Zoom
Webinar ID: 872 2158 1088

Board Members

Thomas Silva
Grace Malson
Traci Skinner- absent
Casey Raboy
Wesley Cagle

Administrators Present

Lois Yount
Claudia Del Toro-Anguiano
Donna Mayo-Whitlock
Jennifer Porter
Stephanie Simonich
Ellen Morris
Joshua Saldate

- A. 6:00 p.m. – Closed Session Location:** Galt City Hall Conference Room
Present for Closed Session: Thomas Silva, Grace Malson, Casey Raboy, Wesley Cagle, Lois Yount
- B. Closed Session was called to order at 6:00 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
- C. Closed Session Adjourned at 7:05 p.m.** Thomas Silva announced no action was taken in closed session. The open session was called to order at 7:12 p.m., followed by the flag salute.
- D.** Lois Yount, Superintendent, shared the **Board Meeting Protocol**.
- E. Recognition**
1. Thomas Silva, Board President
 2. Grace Malson, Vice President

Lois Yount recognized Thomas Silva, Board President, and Grace Malson, Vice President, for their service on the Board. Mr. Silva served for four years, two of them as president. Ms. Malson served for eleven years and also served as president during her tenure. Ms. Yount stated that they have put students first in their decision-making and encouraged the District to continue growing and focusing on Social Emotional Learning (SEL). Ms. Yount recognized how difficult it was to be a board member during the height of the COVID-19 pandemic and school closures. Their dedication and support to the community and Mr. Silva's outstanding leadership helped to get the District through a difficult time. Ms. Yount presented Mr. Silva and Ms. Malson with a clock for their service.

Grace Malson shared memories of her time on the Board. She recognized Jennifer Collier, Expanded Learning Coordinator and former Board Member, and her fellow board members, teachers and students.

Thomas Silva expressed his appreciation to everyone. He thanked the entire District, parents, teachers, students, staff and Kauai Bock, Executive Assistant.

Wesley Cagle, Board Member, thanked Grace Malson and Thomas Silva. He stated the current Board had worked well together through difficult times and appreciated their perspectives.

Casey Raboy, Board Member, reflected on Grace Malson's first appointment to the Board. She indicated Ms. Malson had represented the Board well through difficult times. She also acknowledged Mr. Silva's service.

F. Public Comments

There were no public comments.

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

Claudia Del Toro-Anguiano, Curriculum Director, reported SBAC scores were released to the public last month. She shared a comparison chart of 2019 versus 2022 students meeting or exceeding state standards. Ms. Del Toro-Anguino stated that GJUESD students did as well as the State of CA in the area of English Language Arts and outperformed the State of CA in the area of math. She highlighted the schools that did better than the State in the area of math. Those schools are Marengo Ranch, River Oaks, Lake Canyon and Greer elementary.

2. Measures of Academic Progress (MAP)

Claudia Del Toro-Anguiano shared the MAP progress data. She indicated this is used to monitor how well students progress toward grade-level standards. Ms. Del Toro-Anguiano highlighted two student groups doing better than the other subgroups. In reading, the white student subgroup and the Redesignated English Proficient (REP) performed better.

The following school administrators highlighted data points in their school results for the Board:

- Jennifer Porter, Marengo Ranch
- Stephanie Simonich, Vernon E. Greer
- Ellen Morris: River Oaks and Lake Canyon
- Joshua Saldate: Robert L. McCaffrey

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

Thomas Silva thanked Nick Svoboda, Food and Nutrition Supervisor, for providing Board Members with dinner and cupcakes to celebrate their last regular Board meeting.

Nick Svoboda reported on the food services participation and application process. He indicated all school sites serve breakfast, lunch and supper. New and inventive plans include personalized meal options and a more substantial meal at breakfast to start the day.

Mr. Svoboda said his staff is very dedicated and really loves the students by providing service with a smile.

OTHER REPORTS

1. School District Properties

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

Lois Yount said this report was a pending agenda item on the agenda.

- 1) Ms. Yount reported the Jeff Jennings property was purchased in 1994. It is located next to Walker Park. The District purchased ten acres with a majority of state facility funds at the time because the property was projected that, at some point, the District would need a new school on the west side of Galt. However, there has not been growth on the west side like on the east side of Galt. She said SchoolWorks Inc. is doing a demographic study for the District. It will be presented to the Board in December or January to give an update on growth and enrollment in the community. The last update, just two years ago, did not project enrollment growth on the west side to warrant a new school. She added that in conversations with the City of Galt, they are interested in possibly purchasing or leasing the ten acres at Walker Park to expand their sporting complex.

Ms. Yount said the Board has historically felt it is in the District's best interest to keep the property. She added leasing the Jeff Jennings property could be an option.

Board members brainstormed possible design layouts of the Jennings property if it were leased to the City to expand the sports complex. The design could take into consideration a future school.

- 2) Lois Yount reported on the Maintenance, Operations & Transportation (MOT) facility. The location adjacent to Lake Canyon elementary is approximately 10 acres the District owns. The facility serves the high school district as well. Ms. Yount indicated there had been conversations with the City and the high school district to move transportation services to a shared location with the City of Galt. The site being considered was not feasible due to poor road access. The City then moved its transportation services department to the industrial area of Galt.

Ms. Yount said the District was invited to look at the warehouse where the City moved its transportation fleet. Still, at that time, the transportation supervisor and supervisor for the City felt that it was probably too small to house the District bus fleets. Currently, there are no active plans to move MOT.

H. Routine Matters/New Business

212.381 Lois Yount shared the donations.

Wesley Cagle made a motion to approve the Consent Calendar, seconded by Grace Malson. A vote of 4 Ayes carried the motion.

- a. Approval of the Agenda
- 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

**Consent
Calendar**

Resignations/Retirees			
Name	Position	Effective Date	Site
Gonzalez, Ana	Health Assistant II	11/2/22	Vernon E. Greer
Lebarbera, Alexandra	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
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

e. Donations

f. Master Contract for Non-Public Schools and Agencies: Soliant

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

CC Items
Removed

There were no items removed from the consent calendar.

212.383 A 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 was shared. The articles included in the notice are:

**Public Notice
CSEA Sunshine
Proposal**

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

212.384 Grace Malson made a motion to approve a Substitute Teacher Pay Rate Increase, seconded by Wesley Cagle. A vote of 4 Ayes carried the motion. The rates are as follows:

**Substitute
Teacher Pay**

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

212.385 Grace Malson made a motion 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, seconded by Casey Raboy. A vote of 4 Ayes carried the motion.

**Organizational
Meeting Date**

212.386 A First Reading of the following Board Policies, Administrative Regulations, and Bylaw was held. There were no recommended changes by the Board.

**FIRST
READING**

Superintendent

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

Educational Services

6. BP/AR 6158 – Independent Study
7. BP 6164.2 – Guidance/Counseling Services
8. BP/AR 5141.21 – Administering Medication And Monitoring Health Conditions

Curriculum

9. BP 4140/4240 – Bargaining Units

I. Public Comments for topics not on the agenda

J. Pending Agenda Items

K. Adjournment 9:07 p.m.

Clerk

Date

Galt Joint Union Elementary School District Board of Education Minutes

Special Board Meeting
November 28, 2022
6:00 p.m. Open Session

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

Remote Via Zoom
Webinar ID: 820 7047 6171

Board Members Present

Thomas Silva
Grace Malson
Traci Skinner
Wesley Cagle
Casey Raboy

Administrators Present

Lois Yout
Claudia Del Toro-Anguiano
Nicole Lorenz
Donna Mayo-Whitlock

A. The open session was called to order at 6:00 p.m. by Thomas Silva followed by the flag salute.

B. Lois Yount, Superintendent, shared the Board Meeting Protocol

C. Public Comments

There were no public comments.

212.387 Grace Malson made a motion to approve the 2022-23 First Interim Report, seconded by Casey Raboy and unanimously carried.

First Interim Report

212.388 Lois Yount reported that the agreement proposes an eight percent ongoing salary increase, which would be retroactive to July 1, 2022. She indicated it is in line with what other districts in the area and across the state are proposing. The agreement also includes other components.:

GEFA TA

- One-time off-schedule bonus of 1.5%, effective retroactive to July 1, 2022
- Master's Degree stipend now includes language, speech and hearing specialist and increased from \$1,000 to \$2,000, effective July 1, 2022
- Special Education Resource Specialist Teacher, Special Day Class Teacher, and TK-6 combination teacher stipend increased from \$1000 to \$2000, effective July 1, 2022
- BCLAD teachers teaching in the Transitional Bilingual Program or Dual Language Immersion Program (DLI) and Bilingual Preschool teachers teaching in the DLI Program stipend increased from \$2500 to \$3500, effective July 1, 2022
- The adjunct duty rate is increased from \$40 to \$55, to be effective November 21, 2022
- Increase of \$200 monthly to the health cap from \$700 to \$900, to be effective on the December 20, 2022 payroll for January benefits

Ms. Yount emphasized that the increase is significant due to an increased COLA and one-time funds. This agreement would reduce the budget reserve to 12 percent without compensation agreements with CSEA and non-represented. Ms. Yount said the District intends to keep the reserve above nine percent per board policy.

The Board discussed budget projections that have been in the news and the potential for future layoffs.

Ms. Yount stated that the increase is well deserved and every employee group deserves a considerable raise, especially with Inflation hitting everyone so hard. She feels it is fair and equitable at this time. Ms. Yount added that the District has extra people, resources, programs, and consultants because it has the funds. To afford this ongoing raise, the Board should be aware there may be a downturn in the economy in the next few years. However, at this time, the District can afford this increase.

The Board discussed historical budget cuts made in the District during the last recession versus the likelihood that an eight percent raise would help the District retain teachers.

Wesley Cagle made a motion to approve the 2022-23 Budget Revisions for the Galt Elementary Faculty Association (GEFA) Collective Bargaining Agreement Article XVIII Salary and Related Items, seconded by Traci Skinner and unanimously carried.

212.389 Thomas Silva made a motion to approve the 2022-23 Budget Revisions for the Galt Elementary Faculty Association (GEFA) Collective Bargaining Agreement Article XVIII Salary and Related Items

Budget Revisions

212.390 Wesley Cagle made a motion to approve the following Board Policies, Administrative Regulations, and Bylaw, seconded by Casey Raboy and unanimously carried.

Board Policies

Superintendent

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

Educational Services

6. BP/AR 6158 – Independent Study
7. BP 6164.2 – Guidance/Counseling Services
8. BP/AR 5141.21 – Administering Medication And Monitoring Health Conditions

Curriculum

9. BP 4140/4240 – Bargaining Units

D. Public Comments

There were no public comments.

E. Pending Agenda Items

Wesley Cagle requested the District add monthly reports to the meeting agenda from a variety of District departments and specialists.

F. Adjournment 6:57 p.m.

The next regular/organizational meeting of the GJUESD Board of Education: December 14, 2022

Clerk

Date



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations/Retirees			
Name	Position	Effective Date	Site
Ceja, Lorena	Instructional Assistant, Expanded Learning	11/18/22	Valley Oaks
Giordano, Jennifer	Instructional Assistant	11/29/22	Fairsite Preschool
Ibarra, Perla	Instructional Assistant	11/18/22	Marengo Ranch
Ramirez, Lucerito	Bilingual Instructional Assistant, Expanded Learning	11/18/22	Vernon E. Greer
Turner, Cailin	Instructional Assistant, Expanded Learning	11/14/22	Lake Canyon

Leave of Absence Requests			
Name	Position	Effective Date	Site
Castillo, Ana	Bilingual Office Assistant	11/29/22	Lake Canyon
Cruz, Susy	Bilingual Instructional Assistant	12/12/22	Valley Oaks
Farrell, Michelyn	Teacher	11/14/22	Marengo Ranch
Giordano, Jennifer	Instructional Assistant	11/9/22	Fairsite Preschool
Morgan, Jill	Instructional Assistant, Special Education	11/9/2022	Valley Oaks

New Hires/Reclassifications/Status Changes			
Name	Position		Site
Bridge, Devan	Yard Supervisor		Valley Oaks
Gutierrez, Erica	School Counselor		McCaffrey Middle
Lee, Lori	Classified Substitute		N/A
Mino, Debra	Licensed Vocational Nurse		District Office
Rammer, Kristi	Registered Behavior Technician		District Office
Reyes, Eddie	Certificated Substitute		N/A
Robles, Heather	Instructional Assistant, Special Education		River Oaks
Sailors, Liz (Status Change)	Transportation Dept. Clerk		Transportation
Stancil, Erica	Health Assistant II		Vernon E. Greer
Thompson, Sarah	Yard Supervisor		Vernon E. Greer



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

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

#11

Sunbelt Staffing

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

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

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

Contract Year: 2022-2023

LEA: _____

Nonpublic School : _____

Nonpublic Agency: Sunbelt Staffing _____

Type of Contract:

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

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

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

TABLE OF CONTENTS

<u>I. GENERAL PROVISIONS</u>	<u>Page</u>
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT ("ISA")	3
7. DEFINITIONS	4
 <u>II. ADMINISTRATION OF CONTRACT</u>	
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	7
14. TERMINATION	7
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	10
18. SUBCONTRACTING	10
19. CONFLICTS OF INTEREST	11
20. NON-DISCRIMINATION	12
 <u>III. EDUCATIONAL PROGRAM</u>	
21. FREE AND APPROPRIATE PUBLIC EDUCATION	12
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	14
25. CALENDARS	14
26. DATA REPORTING	15
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING	16
29. MANDATED ATTENDANCE AT LEA MEETINGS	16
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	16
31. STUDENT DISCIPLINE	18
32. IEP TEAM MEETINGS	19
33. SURROGATE PARENTS AND FOSTER YOUTH	19
34. DUE PROCESS PROCEEDINGS	19
35. COMPLAINT PROCEDURES	20
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	20
37. TRANSCRIPTS	20
38. LEA STUDENT CHANGE OF RESIDENCE	21
39. WITHDRAWAL OF LEA STUDENT FROM NPS/A	21
40. PARENT ACCESS	22

41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	22
42. STATE MEAL MANDATE	23
43. MONITORING	23

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	24
45. STAFF QUALIFICATIONS	24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
47. STAFF ABSENCE	25
48. STAFF PROFESSIONAL BEHAVIOR	26

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	26
50. FACILITIES AND FACILITIES MODIFICATIONS	28
51. ADMINISTRATION OF MEDICATION	28
52. INCIDENT/ACCIDENT REPORTING	28
53. CHILD ABUSE REPORTING	28
54. SEXUAL HARASSMENT	29
55. REPORTING OF MISSING CHILDREN	29

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	29
57. RIGHT TO WITHHOLD PAYMENT	30
58. PAYMENT FROM OUTSIDE AGENCIES	31
59. PAYMENT FOR ABSENCES	32
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	33
61. INSPECTION AND AUDIT	33
62. RATE SCHEDULE	34
63. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	37
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	37

2022-2023

CONTRACT NUMBER: 11

LEA: *Galt Joint Union Elementary School*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Sunbelt Staffing

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Galt Joint Union Elementary School District hereinafter referred to as the local educational agency ("LEA") or "District" and Sunbelt Staffing (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 AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays

and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

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

When CONTRACTOR is a NPA:

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to

the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, 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:

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

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

CONTRACTOR

LEA

Sunbelt Staffing
Nonpublic School/Agency

Galt Joint Union Elementary School District
LEA Name

By: [Signature] 1/19/22
Signature Date

By: _____
Signature Date

Paige Bhuiyan DIVISION
Name and Title of Authorized Director
Representative

Donna Mayo, Director of Educational Services
Name and Title of Authorized Representative

Notices to LEA shall be addressed to		
Name and Title: Donna May-Wittlock, 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: dwittlock@galt.k12.ca.us		

Additional LEA Notification (Required if completed)		
Name and Title: Stephanie Gutierrez, Program Specialist		
Address: 1018 C Street, Suite 210		
City: Galt	State: California	Zip: 95632
Phone: 209-744-4545x339 Fax: 209-744-4554		
Email: sgutierrez@galt.k12.ca.us		

Notices to CONTRACTOR shall be addressed to:		
Name and Title:	Paige Bhuiyan	Division Director
NPS/A:		
Address:	201 E Kennedy Blvd.	
City:	Tampa	State: FL Zip: 33602
Phone:	813 207 2869	Fax:
Email:	paige.bhuiyan@slinbeltstaffing.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>	\$75.00 – \$95.00/hr	_____
<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:

	Discipline	Rate Range (hourly)
	Speech Language Pathologist	74-95
	Physical and/or Occupational Therapist	75-95
	SLPA, PTA and/or COTA	60-72
	CFY*	65-75
	Schools Nurses – RN/LPN	58-85
	Psychologist*	80-105
	Behavior Specialist	70-88
	Guidance Counselor	55-70
	Social Worker	62-80
	Special Education Teacher*	60-80
	Life Skills Teacher	50-70
	Sign Language Interpreter*	60-75
	Teacher of the Visually Impaired	70-90
	Adaptive Physical Education Teacher	60-75
	Orientation Mobility Specialist	65-80
	LDTC	60-75
	Other: Teacher of the Deaf	65-80
	Other: Tele-therapy	+ 5-10



902 Industrial Way
Lodi, CA 95240
P (209) 367-3701
Terracon.com

December 2, 2022

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

Attn: Lois Yount
P: (209) 744-4545
E: lyount@galt.k12.ca.us

RE: Proposal for Geotechnical Engineering Services
Galt Joint Union Transportation Facility Shop Building
Beaver Park Way
Galt, California
Terracon Proposal No. PNA225145

Dear Ms. Yount:

We appreciate the opportunity to submit this proposal to Galt Joint Union School District (GJUSD) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

- | | |
|-----------|--|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location and Nearby Geotechnical Data |
| Exhibit E | Anticipated Exploration Plan |

Our base fee to perform the Scope of Services described in this proposal is detailed in Exhibit C. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Christopher B. Congrave, Associate
Professional Engineer 92512
Geotechnical Group Manager

Garret S.H. Hubbard, Senior Principal
Geotechnical Engineer 2588
Regional Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Galt Joint Union School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Galt Joint Union Transportation Facility Shop Building project ("Project"), as described in Consultant's Proposal dated 12/02/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to California law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **12/2/2022**

Name/Title: **Garret Scott Henry Hubbard / Regional Manager**

Address: **902 Industrial Way
Lodi, CA 95240-3106**

Phone: **(209) 367-3701** Fax: **(209) 333-8303**

Email: **Garret.Hubbart@terracon.com**

Client: **Galt Joint Union School District**

By: _____ Date: _____

Name/Title: **Lois Yount / CBO**

Address: **1018 C Street, Suite 210
Galt, CA 95632**

Phone: _____ Fax: _____

Email: **lyount@galt.k12.ca.us**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by GJUSD and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request GJUSD and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Information for this project was provided in a phone conversation and email from Lois Yount discussing the scope of the project.
Project Description	The project includes a single-story shop building at the existing transportation facility.
Proposed Structure	Structures associated with the project include an approximately 20,000 square foot shop building. The building will be slab-on-grade (non-basement) supported on shallow foundations.
Finished Floor Elevation	Not provided; boring depths have assumed that finished floor is not more than 2 feet below/above existing grade.
Maximum Loads	Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects. <ul style="list-style-type: none">■ Columns: 30 to 60 kips■ Walls: 1 to 2 kips per linear foot (klf)■ Slabs: 150 pounds per square foot (psf)
Grading	Approximately 2 feet of cut and 2 feet of fill will be required to develop final grade, excluding remedial grading requirements.
Below-Grade Structures	Not anticipated
Free-Standing Retaining Walls	Not anticipated
Pavements	Paved driveway and parking area may be constructed as part of this project.

Item	Description
	<p>Asphalt and Concrete surfacing are common in the area for projects of this nature.</p> <p>Unless information is provided prior to the report, we assume the following traffic indices (TIs) will be used:</p> <ul style="list-style-type: none"> ■ Playground Areas: TI = 4.0 ■ Auto Parking Areas: TI = 5.0: ■ Auto Road: TI = 6.0 to 7.0 <p>The pavement design period is 20 years.</p>
Building Code	2022 California Building Code (CBC)

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is located at Beaver Park Way in Galt, California. APN: 148-0080-090 Latitude/Longitude (approximate): 38.2836° N, 121.3011° W (See Exhibit D)</p>
Existing Improvements	The site is an existing transportation facility with a shop/office building and associated pavements.
Current Ground Cover	The current ground cover consists of bare ground with light to moderate vegetation.
Existing Topography	The site is relatively flat.
Site Access	<p>We expect the site, and all exploration locations, are accessible with our truck- or track-mounted drilling equipment and support vehicles.</p>
Expected Subsurface Conditions	<p>Our experience near the vicinity of the proposed development indicates subsurface conditions consist of clayey soils with interbedded layers of silt and sand. Groundwater is anticipated to be located approximately 80 to 100 feet below the existing ground surface (bgs).</p>

**Anticipated
Geologic Hazards**

The project site is not located within an Alquist-Priolo Earthquake Fault Zone based on our review of the State Fault Hazard Maps.¹

The project site has not yet been evaluated by the California Geological Survey (CGS) for liquefaction hazards. Due to the relatively deep groundwater elevation, we have not included a liquefaction analysis as part of the scope of work covered under this proposal.

¹ California Department of Conservation Division of Mines and Geology (CDMG), "*Digital Images of Official Maps of Alquist-Priolo Earthquake Fault Zones of California, northern and eastern region*".

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by GJUSD, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 1 day of on-site activities.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
4	15 to 20	Building area

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map, otherwise Google Earth will be used. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-or track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

In addition to the soil samples obtained from the borings, we will obtain one bulk sample of the near surface soils for laboratory testing.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling

information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or neat cement upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole. If desired, auger cuttings from the borings can be collected in a 55-gallon drums and disposed of at a receiving facility off site. If this additional service is desired, the cuttings will be tested for the presence of environmental contaminants. After results of the testing are received, the drums will be disposed of off-site at a receiving facility assuming the test results resulted in clean and non-hazardous soil. Our itemized fee assumes the drummed soil is found clean and non-hazardous. If the testing results in hazardous soil, we will consult with GJUSD regarding the options for disposal and the associated fees. The drums would be required to remain onsite up to 3 weeks while the environmental classification is performed. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Underground Services Alert North 811 (USA). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Proposal for Geotechnical Engineering Services

Galt Joint Union Transportation Facility Shop Building | Galt, California
December 2, 2022 | Terracon Proposal No. PNA225145



Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

Due to the site being developed, Terracon proposes to coordinate a private utility locating service. This service will be provided in order to help identify private utilities, ensure the safety of our field staff, and reduce the potential for damage to private utilities. Fees associated with this service are included in our Scope of Services.

Please note that all geophysical locating methods have limitations that may not allow for the detection of certain utilities and other subsurface features. These limitations may be related to targets being deeper or smaller than specific instrument detection capabilities; targets not having a sufficient contrast with the surrounding materials such as non-metallic lines; or nearby objects or structures that impede survey access and/or cause instrumental interference that masks the detection of a subsurface target of interest. Due to these limitations, it is possible that not all subsurface utilities and other features may be located or characterized. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities. Terracon will not be responsible for underground utilities (public or private) incorrectly marked or not marked by others.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants.

Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits

Proposal for Geotechnical Engineering Services

Galt Joint Union Transportation Facility Shop Building | Galt, California
December 2, 2022 | Terracon Proposal No. PNA225145



- Grain size analysis
- Swell/consolidation
- Unconfined compressive strength
- Direct shear
- Constant head permeability
- Chemical analyses – pH, sulfates, chloride ion, electrical resistivity
- Hveem Stabilometer (R-Value)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification and code based seismic design parameters per 2019/2022 CBC. (We have assumed the structure will not require a site-specific ground motion hazard analysis and that the Structural Engineer will utilize the exception specified in <<Section 11.4.8 of ASCE 7-16>>. We can provide a fee for a site-specific ground motion hazard analysis and a site response analysis should they be needed).
- Earthwork recommendations including site/subgrade preparation
- Lateral earth pressure recommendations
- Recommended pavement options and design parameters
- Corrosivity test results

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and

Proposal for Geotechnical Engineering Services

Galt Joint Union Transportation Facility Shop Building | Galt, California
December 2, 2022 | Terracon Proposal No. PNA225145



password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to

confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Site-Specific Ground Motion Hazard Analysis: If requested, we can perform a ground motion hazard analysis (GMHA) for the site. We understand that the basis of design for this project will be the <<2019 California Building Code which references the ASCE 7-16>> standard for seismic design loads. If the GMHA will be performed, the shear wave velocity profile of the subgrade soils at the site will be required as input to the site-specific ground motion hazard analysis. We will use the shear wave velocity data obtained from the Cone Penetration Testing (CPT) assuming the CPT is able to extend to a minimum depth of 100 feet and the site lithology to 100 feet consists of alluvial soil and from published sources as input to the hazard analysis. If the CPT is not able to extend to a depth of 100 feet or if the site lithology is highly variable, additional field work consisting of performing a Multi-channel Analysis of Surface Waves (MASW) geophysical survey would be required. The cost of a MASW geophysical survey has not been included our current scope of work or fee. We propose to use the EZ-FRISK computer program to compute the probabilistic ground motions. Deterministic ground motions would be computed using the NGA-West2 ground motion prediction equations. Development of the recommended design spectrum will follow <<ASCE 7-16 Chapter 21>> procedures. Our results will be presented in both tabular and graphical formats. The GMHA scope of work does not include a site response analysis.

Site Response Analysis: If requested, we can perform a site response analysis for the site. We propose to complete the site response analysis per <<ASCE 7-16 Section 21.1>>. We will perform an effective stress, nonlinear analysis using the DEEPSOIL software. Input will include shear wave velocity measurements and plasticity data from our exploration program. We will also use published relationships of shear modulus and damping changes with induced shear strain. Following completion of the site response analysis, we will issue a report that discusses the site response analysis, including selection and scaling of input acceleration time histories, and presents our conclusions.

Stormwater Compliance: Our Scope for this project does not include stormwater pollution prevention planning (SWPPP) or inspections. These services may likely be required for construction. If the client/owner requires services for Clean Water Act compliance, we can provide stormwater compliance services. Terracon's Field Engineering Technicians are also certified for Construction SWPPP monitoring and can perform required National Pollutant Discharge Elimination System {NPDES} inspections.



Proposal for Geotechnical Engineering Services

Galt Joint Union Transportation Facility Shop Building | Galt, California

December 2, 2022 | Terracon Proposal No. PNA225145



These services include weekly SWPPP observations, Rain Event Action Plans, Storm Event Inspections, and sampling for pH & Turbidity (Testing). If these services are needed, Terracon has specialists who can perform these services.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
Project Management, Public Utility Locate	\$900
Subsurface Exploration ^{1,3}	\$5,100
Laboratory Testing	\$1,800
Geotechnical Consulting and Reporting	\$3,200
Base Total	\$11,000

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional mobilizations are required, an additional fee of \$700 would be invoiced. A drill crew and logger standby rate of \$600 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.
3. We have assumed prevailing wages are required for our subsurface exploration or other field work for this project.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not

Proposal for Geotechnical Engineering Services

Galt Joint Union Transportation Facility Shop Building | Galt, California
December 2, 2022 | Terracon Proposal No. PNA225145



account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives (cost increases may be required).

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	3 days after notice to proceed
Site Characterization	25 days after notice to proceed
Geotechnical Engineering	35 days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard business days. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.



Exhibit D – Site Location

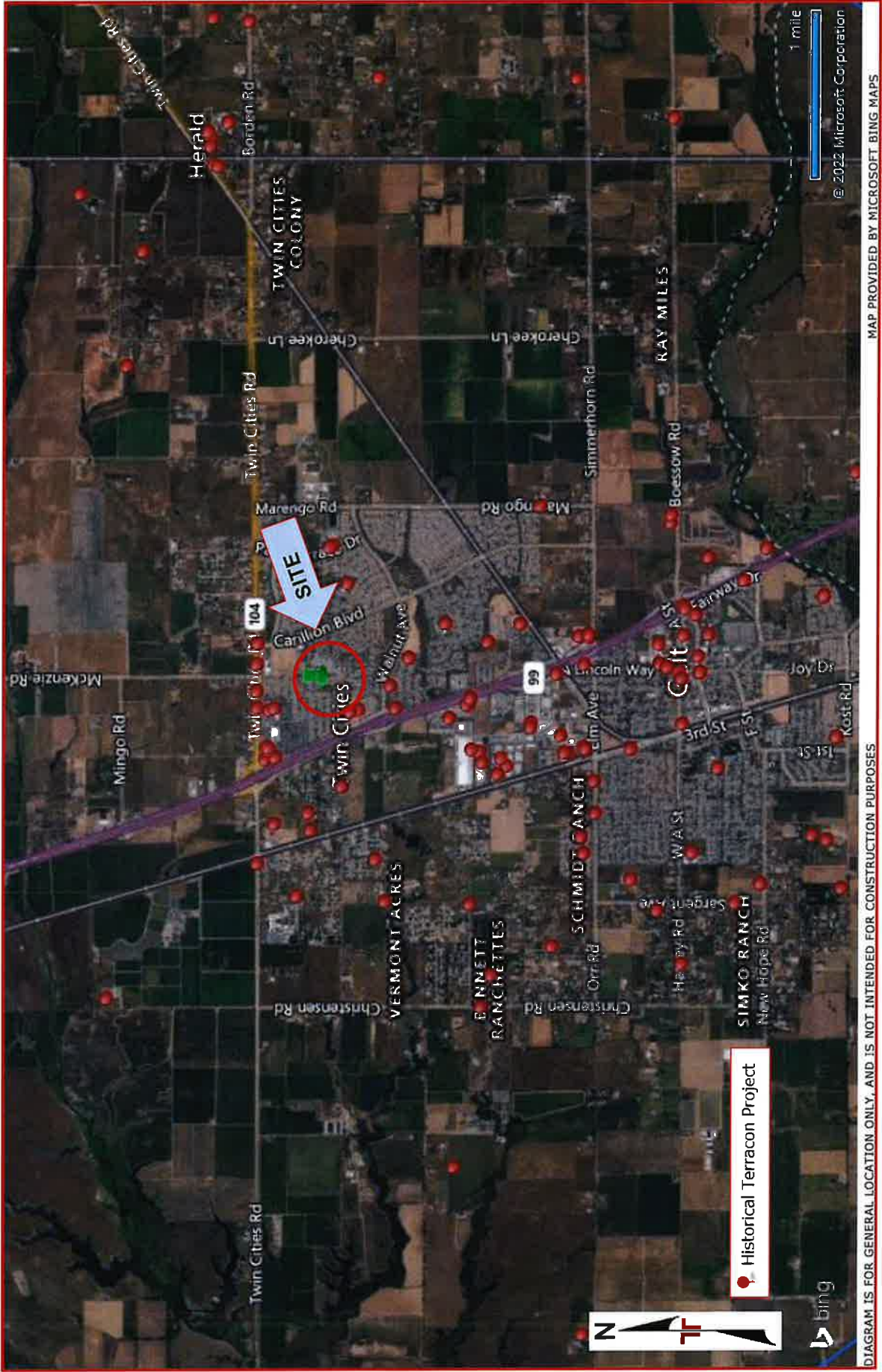


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

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Exhibit E – Anticipated Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



902 Industrial Way
Lodi, CA 95240
P (209) 367-3701
Terracon.com

December 2, 2022

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

Attn: Lois Yount
P: (209) 744-4545
E: lyount@galt.k12.ca.us

RE: Proposal for Geotechnical Engineering Services
Valley Oaks Elementary School Classroom Building
21 C Street
Galt, California
Terracon Proposal No. PNA225146

Dear Ms. Yount:

We appreciate the opportunity to submit this proposal to Galt Joint Union School District (GJUSD) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

- | | |
|-----------|--|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location and Nearby Geotechnical Data |
| Exhibit E | Anticipated Exploration Plan |

Our base fee to perform the Scope of Services described in this proposal is detailed in Exhibit C. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Christopher B. Congrave, Associate
Professional Engineer 92512
Geotechnical Group Manager

Garret S.H. Hubbart, Senior Principal
Geotechnical Engineer 2588
Regional Manager


AGREEMENT FOR SERVICES

This **AGREEMENT** is between Galt Joint Union School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Valley Oaks Elementary School Classroom Building project ("Project"), as described in Consultant's Proposal dated 12/02/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to California law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **12/2/2022**

Name/Title: **Garret Scott Henry Hubbard / Regional Manager**

Address: **902 Industrial Way
Lodi, CA 95240-3106**

Phone: **(209) 367-3701** Fax: **(209) 333-8303**

Email: **Garret.Hubbart@terracon.com**

Client: **Galt Joint Union School District**

By: _____ Date: _____

Name/Title: **Lois Yount / CBO**

Address: **1018 C Street, Suite 210
Galt, CA 95632**

Phone: _____ Fax: _____

Email: **lyount@galt.k12.ca.us**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by GJUSD and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request GJUSD and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Information for this project was provided in a phone conversation and email from Lois Yount discussing the scope of the project.
Project Description	The project includes a single-story classroom building on the existing Valley Oaks Elementary School campus.
Proposed Structure	Structures associated with the project include an approximately 6,000 square foot classroom building. The building will be slab-on-grade (non-basement) supported on shallow foundations.
Finished Floor Elevation	Not provided; boring depths have assumed that finished floor is not more than 2 feet below/above existing grade.
Maximum Loads	Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects. <ul style="list-style-type: none">■ Columns: 30 to 60 kips■ Walls: 1 to 2 kips per linear foot (klf)■ Slabs: 150 pounds per square foot (psf)
Grading	Approximately 2 feet of cut and 2 feet of fill will be required to develop final grade, excluding remedial grading requirements.
Below-Grade Structures	Not anticipated
Free-Standing Retaining Walls	Not anticipated
Pavements	Paved driveway, parking, or playground area may be constructed as part of this project.



Item	Description
	<p>Asphalt and Concrete surfacing is common in the area for projects of this nature.</p> <p>Unless information is provided prior to the report, we assume the following traffic indices (TIs) will be used:</p> <ul style="list-style-type: none"> ■ Playground Areas: TI = 4.0 ■ Auto Parking Areas: TI = 5.0: ■ Auto Road: TI = 6.0 to 7.0 <p>The pavement design period is 20 years.</p>
Building Code	2022 California Building Code (CBC)

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is located at 21 C Street in Galt, California. APN: 148-0160-045 Latitude/Longitude (approximate): 38.2523° N, 121.3098° W (See Exhibit D)</p>
Existing Improvements	The site is an existing elementary school with office and classroom buildings and associated pavements.
Current Ground Cover	The current ground cover consists of asphaltic pavement.
Existing Topography	The site is relatively flat.
Site Access	<p>We expect the site, and all exploration locations, are accessible with our truck- or track-mounted drilling equipment and support vehicles.</p>
Expected Subsurface Conditions	<p>Our experience near the vicinity of the proposed development indicates subsurface conditions consist of clayey soils with interbedded layers of silt and sand. Groundwater is anticipated to be located approximately 50 to 80 feet below the existing ground surface (bgs).</p>

Proposal for Geotechnical Engineering Services

Valley Oaks Elementary School Classroom Building | Galt, California

December 2, 2022 | Terracon Proposal No. PNA225146



**Anticipated
Geologic Hazards**

The project site is not located within an Alquist-Priolo Earthquake Fault Zone based on our review of the State Fault Hazard Maps.¹

The project site has not yet been evaluated by the California Geological Survey (CGS) for liquefaction hazards. Due to the historically high groundwater elevation and per DSA, we have included a liquefaction analysis as part of the scope of work covered under this proposal.

¹ California Department of Conservation Division of Mines and Geology (CDMG), "Digital Images of Official Maps of Alquist-Priolo Earthquake Fault Zones of California, northern and eastern region".

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by GJUSD, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 1 day of on-site activities.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
1	50	Building area
2	15	Building area

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map, otherwise Google Earth will be used. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-or track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

In addition to the soil samples obtained from the borings, we will obtain one bulk sample of the near surface soils for laboratory testing.

Proposal for Geotechnical Engineering Services

Valley Oaks Elementary School Classroom Building | Galt, California
December 2, 2022 | Terracon Proposal No. PNA225146



Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or neat cement upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole. If desired, auger cuttings from the borings can be collected in a 55-gallon drums and disposed of at a receiving facility off site. If this additional service is desired, the cuttings will be tested for the presence of environmental contaminants. After results of the testing are received, the drums will be disposed of off-site at a receiving facility assuming the test results resulted in clean and non-hazardous soil. Our itemized fee assumes the drummed soil is found clean and non-hazardous. If the testing results in hazardous soil, we will consult with GJUSD regarding the options for disposal and the associated fees. The drums would be required to remain onsite up to 3 weeks while the environmental classification is performed. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Underground Services Alert North 811 (USA). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this

Proposal for Geotechnical Engineering Services

Valley Oaks Elementary School Classroom Building | Galt, California
December 2, 2022 | Terracon Proposal No. PNA225146



consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Due to the site being developed, Terracon proposes to coordinate a private utility locating service. This service will be provided in order to help identify private utilities, ensure the safety of our field staff, and reduce the potential for damage to private utilities. Fees associated with this service are included in our Scope of Services.

Please note that all geophysical locating methods have limitations that may not allow for the detection of certain utilities and other subsurface features. These limitations may be related to targets being deeper or smaller than specific instrument detection capabilities; targets not having a sufficient contrast with the surrounding materials such as non-metallic lines; or nearby objects or structures that impede survey access and/or cause instrumental interference that masks the detection of a subsurface target of interest. Due to these limitations, it is possible that not all subsurface utilities and other features may be located or characterized. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities. Terracon will not be responsible for underground utilities (public or private) incorrectly marked or not marked by others.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants.

Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight

Proposal for Geotechnical Engineering Services

Valley Oaks Elementary School Classroom Building | Galt, California
December 2, 2022 | Terracon Proposal No. PNA225146



- Atterberg limits
- Grain size analysis
- Swell/consolidation
- Unconfined compressive strength
- Direct shear
- Constant head permeability
- Chemical analyses – pH, sulfates, chloride ion, electrical resistivity
- Hveem Stabilometer (R-Value)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data including 2 geologic cross sections
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification and code based seismic design parameters per 2019/2022 CBC. (We have assumed the structure will not require a site-specific ground motion hazard analysis and that the Structural Engineer will utilize the exception specified in <<Section 11.4.8 of ASCE 7-16>>. We can provide a fee for a site-specific ground motion hazard analysis and a site response analysis should they be needed).
- Earthwork recommendations including site/subgrade preparation
- Lateral earth pressure recommendations
- Recommended pavement options and design parameters
- Corrosivity test results
- Liquefaction analysis results

Geologic Hazard Study: As requested we will perform a Geologic Hazard Study per IR A-4 requirements. This study requires a minimum of two geologic cross sections be completed for the site.

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet

our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Site-Specific Ground Motion Hazard Analysis: If requested, we can perform a ground motion hazard analysis (GMHA) for the site. We understand that the basis of design for this project will be the <<2019 California Building Code which references the ASCE 7-16>> standard for seismic design loads. If the GMHA will be performed, the shear wave velocity profile of the subgrade soils at the site will be required as input to the site-specific ground motion hazard analysis. We will use the shear wave velocity data obtained from the Cone Penetration Testing (CPT) assuming the CPT is able to extend to a minimum depth of 100 feet and the site lithology to 100 feet consists of alluvial soil and from published sources as input to the hazard analysis. If the CPT is not able to extend to a depth of 100 feet or if the site lithology is highly variable, additional field work consisting of performing a Multi-channel Analysis of Surface Waves (MASW) geophysical survey would be required. The cost of a MASW geophysical survey has not been included our current scope of work or fee. We propose to use the EZ-FRISK computer program to compute the probabilistic ground motions. Deterministic ground motions would be computed using the NGA-West2 ground motion prediction equations. Development of the recommended design spectrum will follow <<ASCE 7-16 Chapter 21>> procedures. Our results will be presented in both tabular and graphical formats. The GMHA scope of work does not include a site response analysis.

Site Response Analysis: If requested, we can perform a site response analysis for the site. We propose to complete the site response analysis per <<ASCE 7-16 Section 21.1>>. We will perform an effective stress, nonlinear analysis using the DEEPSOIL software. Input will include shear wave velocity measurements and plasticity data from our exploration program. We will also use published relationships of shear modulus and damping changes with induced shear strain. Following completion of the site response analysis, we will issue a report that discusses the site response analysis, including selection and scaling of input acceleration time histories, and presents our conclusions.



Proposal for Geotechnical Engineering Services

Valley Oaks Elementary School Classroom Building | Galt, California

December 2, 2022 | Terracon Proposal No. PNA225146



Stormwater Compliance: Our Scope for this project does not include stormwater pollution prevention planning (SWPPP) or inspections. These services may likely be required for construction. If the client/owner requires services for Clean Water Act compliance, we can provide stormwater compliance services. Terracon's Field Engineering Technicians are also certified for Construction SWPPP monitoring and can perform required National Pollutant Discharge Elimination System {NPDES} inspections. These services include weekly SWPPP observations, Rain Event Action Plans, Storm Event Inspections, and sampling for pH & Turbidity (Testing). If these services are needed, Terracon has specialists who can perform these services.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
Project Management, Public Utility Locate	\$900
Private Utility Locate	\$1,500
Subsurface Exploration ^{1,3}	\$6,600
<i>Perform fieldwork on a Saturday (Optional)</i>	<i>\$1,000</i>
Laboratory Testing	\$1,800
Geotechnical Consulting and Reporting	\$3,200
Geologic Hazard Study	\$3,500
Base Total (work on weekday)	\$17,500
Base Total (work on Saturday)	\$18,500

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional mobilizations are required, an additional fee of \$700 would be invoiced. A drill crew and logger standby rate of \$600 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.
3. We have assumed prevailing wages are required for our subsurface exploration or other field work for this project.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.



Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives (cost increases may be required).

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	3 days after notice to proceed
Site Characterization	25 days after notice to proceed
Geotechnical Engineering	35 days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard business days. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Proposal for Geotechnical Engineering Services
 Valley Oaks Elementary School Classroom Building | Galt, California
 December 2, 2022 | Terracon Proposal No. PNA225146

Exhibit D – Site Location

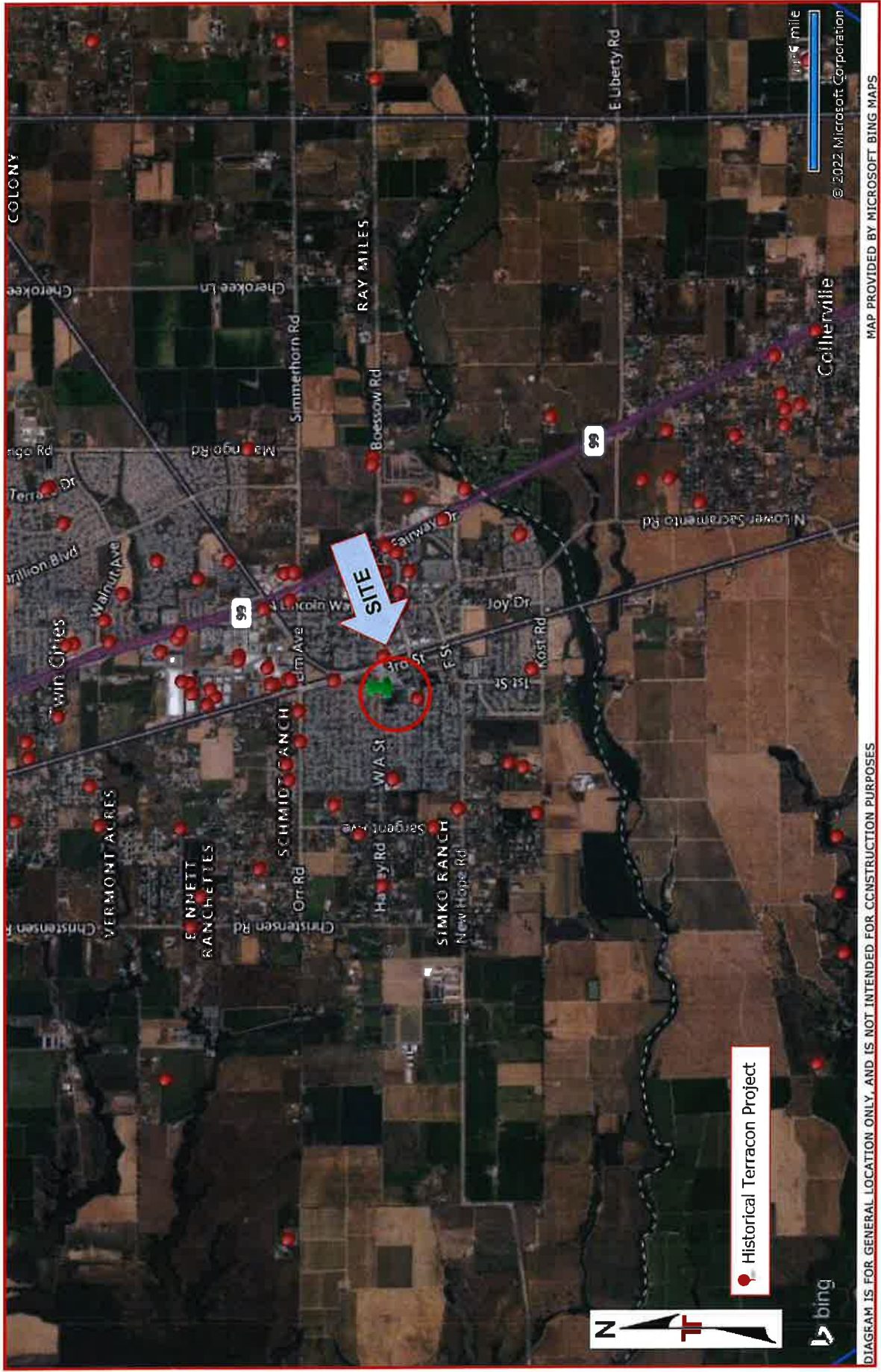


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan





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: December 14, 2022	Agenda Item: 212.396 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter: Lois Yount	Action Item: XX Information Item:

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



Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: 212.397 Board Consideration of Approval of Purchase of a New District Delivery Box Truck
Presenter: Nicole Lorenz	Action Item: XX Information Item:

The California Air Resources Board (CARB) enacted a rule in 2008 regarding the use of old truck engines within state borders. The last update to the rule was in 2014, banning the use of engines from the model year 2006 and earlier. Older vehicles would need to replace or repower with a 2010 or newer engine during the phase-out period.

Our current District delivery truck is from 2000 and is currently out of compliance for the following reasons:

1. Particulate matter filter could not be retrofitted on such an old vehicle.
2. Replacing the engine on a 22-year-old truck would not be cost-efficient or feasible.

Also, the truck's box compartment flooring is deteriorating and other components are starting to fail and replacement parts are starting to or have already become obsolete.

The lead time on vehicles purchased in this manner is 6 to 8 months. The District wants to ensure we can continue to provide services, without disruption, to our school sites delivering mail, all goods received into the District warehouse and assisting with transporting larger items around the District such as band equipment and classroom furniture.

Fiscal Impact: \$133,599.19

Funding Sources: General Fund

Attachment: Sales Quote

Board approval is recommended.

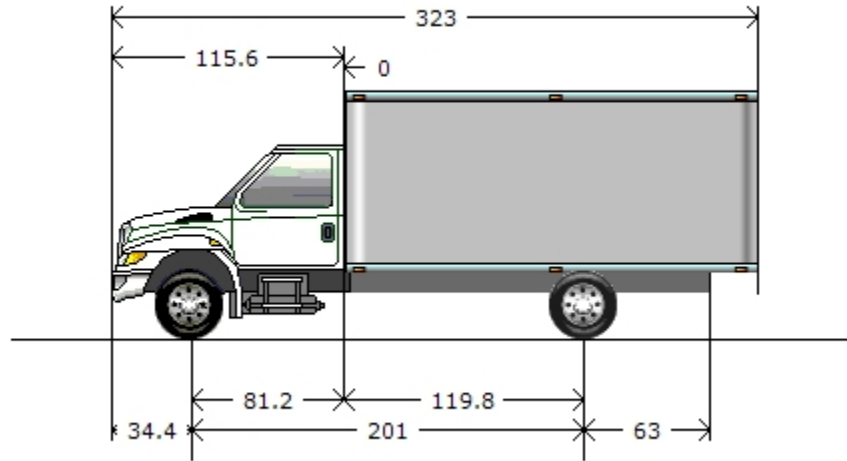
Prepared For:

Galt Joint Union
 Tiffany Rich
 1018 C St. Ste. 210
 Galt, CA 95632-1771
 (209)744 - 4545
 Reference ID: 16' Box

Presented By:

PETERSON TRUCKS, INC
 Brian J Wilkinson
 2718 TEAGARDEN STREET
 SAN LEANDRO CA 94577 -
 (510)618-5550

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 CV515 SFA (CV515)

AXLE CONFIG:	4X2
APPLICATION:	Dry Van
MISSION:	Requested GVWR: 25999. Calc. GVWR: 23500. Calc. GCWR: 26000 Calc. Start / Grade Ability: 35.45% / 2.92% @ 55 MPH Calc. Geared Speed: 90.9 MPH
DIMENSION:	Wheelbase: 201.00, CA: 119.80, Axle to Frame: 63.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2700 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 26,000 GCW Max, On/Off Highway
AXLE, FRONT NON-DRIVING:	{Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive
TIRE, REAR:	(4) 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
CV51500	Base Chassis, Model CV515 SFA with 201.00 Wheelbase, 119.80 CA, and 63.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL
1LRZ	BUMPER, FRONT Contoured, Steel, Painted Black
1WEC	WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)
1WND	AF RANGE 50" (128cm) Through and Including 75" (190cm)
2AJL	AXLE, FRONT NON-DRIVING {Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity
3ADA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 8,000-lb Capacity, with Shock Absorbers
4240	BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes
4GBJ	BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted
4XCU	BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity
4XCV	BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CBG	STEERING WHEEL 4-Spoke; 15" Dia., Black
5PSS	STEERING GEAR {Bosch S2 8014 Plus} Power
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
7BLL	EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine
7XAA	MANUAL REGEN Capability
8002	ELECTRICAL SYSTEM 12-Volt for CV Model
	<u>Includes</u> : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever
8GJA	ALTERNATOR {Denso SC2} Brush Type, 12 Volt, 150 Amp Capacity
8MVZ	BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1100CCA Total, Top Threaded Stud
8RNM	RADIO AM/FM/Clock/Bluetooth, Seek/Scan, with 7" Color Touch Panel Display

<u>Code</u>	<u>Description</u>
8RNU	SPEAKERS (6)
8TUL	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light
8VAY	HORN, ELECTRIC Disc Style
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab
8XJN	HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab
8XJW	STARTING MOTOR 12 Volt
9AAB	LOGOS EXTERIOR Model Badges
9HBZ	GRILLE Molded in Dark Gray
9WAC	BUG SCREEN Mounted Behind Grille
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
9WBN	FENDER EXTENSIONS Painted
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10XAX	GVWR WEIGHT CLASSIFICATION Class 6 (19,501-26,000 lbs)
12GAG	ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
	<u>Includes</u>
	: GLOW PLUG Automatic with Indicator Light
	: OIL FILTER, ENGINE Spin-On Type
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled
12VGC	AIR CLEANER Single Element, with Water Separator
12VJP	EMISSION, CALENDAR YEAR {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2023
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control
12WUT	GOVERNOR Electronic Road Speed Type; with 70 MPH Default
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XCU	CARB EMISSION WARR COMPLIANCE for International 6.6 Engines
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
13BCA	TRANSMISSION, AUTOMATIC {Allison 2700 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 26,000 GCW Max, On/Off Highway
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming

<u>Code</u>	<u>Description</u>
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14AJE	AXLE, REAR, SINGLE {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.88
14SAE	SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs
15SZP	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 25 US Gal (95L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Forward of Rear Axle
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab
16030	CAB Conventional, Day Cab <u>Includes</u> : CAB DOOR LOCKS Power Door Locks All Doors : DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console : READING LIGHT, CAB Located in Overhead Console : STEP (2) One Per Door : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
16ACA	MIRROR, INSIDE REAR VIEW Omit
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint
16CEM	COLOR, INTERIOR Dark Ash
16HCT	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information
16KVS	SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar
16LVR	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline
16SPR	MIRRORS (2) Manual Folding and Extending, Black Heads and Arms, for 96" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : SUN VISOR (2) Vinyl
16XCP	AIR BAG, FRONT, DRIVER SIDE
16XCR	AIR BAG, FRONT, PASSENGER SIDE
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides
16XZA	AIR CONDITIONER with Heater, Single Zone
27DTX	WHEELS, FRONT {Accuride 50180} DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTX	WHEELS, REAR {Accuride 50180} DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7789445450	(2) TIRE, FRONT 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive
7789445450	(4) TIRE, REAR 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive Cab schematic 100CX

<u>Code</u>	<u>Description</u>
	Location 1: 9219, Winter White (Std)
	Chassis schematic N/A

Services Section:

40131	WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A
-------	---

Body/Allied Equipment Code

Description

1	16' Dry Box w/liftgate 3,300lbs Backup camera & Backup alarm Extra battery kit Etc...
---	--

Goods Purchased Code

Description

G-797G - MY2023 and MY2024 Commodity Surcharges (BASED on October 2022 Price Pages) Building on or after 11/1/22 CV

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Total Factory List Price Including Options:		\$62,760.00
Total Goods Purchased:		\$3,500.00
Freight	\$1,950.00	
Total Freight:		\$1,950.00
Total Factory List Price Including Freight:		\$68,210.00
Total Vehicle Price:		\$68,210.00
Total Body/Allied Equipment:		\$27,809.00
Total Sale Price:		\$96,019.00
Total Per Vehicle Sales Price:		\$96,019.00
Total Net Sales Excluding Taxes:		\$96,019.00
Galt tax rate 8.25%	\$7,760.69	
License fee(estimated)	\$2,000.00	
Tire Tax \$1.75 per tire. 6 tires(\$10.50)	\$10.50	
Total License, Title, & Taxes:		\$9,771.19
Net Sales Price:		\$105,790.19

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Marathon Industries Inc.

25597 Springbrook Ave. Santa Clarita, CA 91350
 Ph: (661) 286-1520 Fax: (661) 286-1533
 Marathon Truck Body, Inc.
 775 East Glendale Ave. Sparks, NV 89431
 Ph: (775) 499-0700 Fax: (661) 286-1533
 www.marathontruckbody.com

Quote Expiration Date : 12/16/22

SALES QUOTATION

Sales Quote No	QNB-064309
Sales Quote Date	11/16/22
Customer No.	PETT
Customer PO No	
Customer PO Date	11/16/22
Payment Terms	Net 30 days
Salesperson	Tom Garcia
Quoted By	

Page: 1

Sold To:

Peterson Trucks
 Brian
 2595 Alvarado Street
 San Leandro, Ca 94577
 USA

Tel: 510-618-5550
 Fax: 510-618-5557

Ship To:

Peterson Trucks
 2595 Alvarado Street
 San Leandro, Ca 94577
 USA

Tel:
 Fax:

Year:

Make:

Model:

Wheel Base:

Cab to Axle

Pool Chassis: No

VIN Number:

Serial Number:

License No.:

Item:

Item No.	Description	Unit	Qty Order	Unit Price	Labor	Amount
6AVB159684	16'ILx96"OWx96"IH AlumVanBody Pre-painted Polar White .040 Aluminum Wall Panels Wall Posts on 16" Centers Walls Lined w/ 1"x6" Wood Slats (6) (2) at base w/ (4) Above Bulkhead lined with Plywood One piece Aluminum Roof Roof Bows bonded every 24" on Center Radius Front Roof Corners w/ recessed LED Lights	Each	1.00			
8VBOPT1003	Stainless Steel Radius Panel no decal	Each	1.00			
8FLOOR1006	1 1/8" Hardwood Floor Upgrade Upgrade from 7/8" Hardwood Floor Crossmembers 16" on center(not for forklift/jack) Interior Domelight & all FMVSS Lights & Reflectors Overhead Roll-Up Rear Door Mudflaps, Grab Handles, and Undercoating LED tail lights and marker lights	Foot	16.00			
8WALL1003	E Track - non inlaid (2) rows on the sides @30" & 60" O/C	Foot	64.00			
8OPT1026	Back Up Camera w/ Monitor	Each	1.00			
8ELEC1000	Back Up Alarm	Each	1.00			
8LIFT1000	Palfinger ILK-33 3300lb cantilever 60 x 80 steel platform with dual cart stops Hand held remote on inside wall bracket Cab on/off switch	Each	1.00			
8OPT1025	Extra Battery Kit Dual Inc. Battery Box, 2 Group 31 Deep Cycle Batteries Solenoid & Wiring into chassis electrical system	Each	1.00			
8FREIGHT1010	One Way to No. Cal Bay Area	Each	1.00			
8FREIGHT27	Weight Certificate & Misc Fuel	Each	1.00			

Subtotal: 27,809.00
Invoice Discount: 0.00
Tax Amount 0.00
Total: 27,809.00

ADDITIONAL TERMS AND CONDITIONS:

- 1. Sales Quotation, Order, and Invoice.** The Sales Quotation, Sales Invoice, and Sales Order documents are intended to supplement each other, and together they constitute a binding Contract, jointly and severally, between Marathon Industries, Inc. ("Marathon") and the Customer referenced on the documents. Such documents incorporate these Additional Terms and Conditions which shall be deemed part of the Contract. In case of conflict between the documents, the Sales Invoice shall define and determine the terms of the Contract.
- 2. Labor and Material.** All charges for improvements, repairs, labor, and materials furnished under the Contract are due and payable simultaneously with the delivery of the subject vehicle to the Customer, or upon notice as described herein below. Any balance remaining unpaid after it is due and payable shall accrue simple interest at the rate of 15% per annum until paid.
- 3. Storage Charge.** The Customer shall have any vehicles that are completed, or those vehicles that Marathon gives notice to the Customer concerning, removed from Marathon's premises within three (3) days after such notice is given. If Customer fails to remove such vehicles as required herein, then Customer agrees to pay a storage charge of \$100.00 per day until such vehicles are removed.
- 4. Withdrawal of Quotation.** The Sales Quotation will be considered a proposal until a copy, signed by the Customer or confirmed by electronic mail or facsimile transmission, has been delivered to Marathon's office. Until that time, Marathon has the right to withdraw the proposal by written notice delivered to the Customer in the manner set forth herein.
- 5. Extra Work.** The price set forth in this Contract shall be deemed to be full compensation for all work and materials furnished by Marathon as called for by the Contract, agreed upon written plans, or agreed upon written specifications. Additional compensation shall be paid to Marathon pursuant to written revised Sales Quotations signed by the Customer stating that the work is extra and designating the amount to be paid for the extra work.
- 6. Delay.** Marathon shall be excused for any delay in completion of the work caused by acts of God, government orders or proclamations, acts of the Customer, or the Customer's employees, agents, or representatives, inclement weather, labor troubles not the fault of Marathon, Customer requests for extra work, failure of Customer to make payments when due, and other contingencies unforeseen by Marathon and beyond the reasonable control of Marathon.
- 7. No Insurance.** Customer hereby agrees that any vehicles or property of Customer in the possession of Marathon is not insured or protected for the amount of the actual cash value thereof, or otherwise against loss occasioned by theft, fire or vandalism while in Marathon's possession, and Customer agrees to maintain any insurance coverage for the vehicle or property.
- 8. Attorney Fees.** In any legal action arising out of this Contract or the performance thereof, the court in such litigation shall award reasonable attorney's fees to the prevailing party. Unless judgment is obtained by default, the attorney's fee award shall not be computed in accordance with any court schedule, but shall be in such amount as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorney's fees paid or incurred in good faith.
- 9. Venue.** Any legal action arising out of this Contract shall be filed in Los Angeles County, State of California, which is the exclusive venue for any such actions.
- 10. Bankruptcy.** If the Customer should file a petition in bankruptcy or make an assignment for the benefit of creditors, Marathon shall be paid the reasonable value of all work performed under this Contract, and the obligations of all parties under this Contract shall thereupon terminate. In determining reasonable value under this paragraph, the Contract price shall be deemed to be the reasonable value.
- 11. Notice.** Any notice required or permitted under this Contract may be given (a) orally, via a telephone call made to a number provided by the Customer on the Contract or otherwise, (b) via written notification to the address provided by the Customer on the Contract, or (c) electronically, via voice message, text message, or email, made to a telephone number or email address provided by the Customer on the Contract or otherwise. Notice shall be deemed to have been given upon transmission of the electronic message or telephone call, or if mailed, upon deposit with the United States Postal Service.
- 12. Liens.** Customer hereby grants to Marathon all general, possessory, and retaining liens, and all special or charging liens known to common law, for all charges, including labor and parts, due and payable under this Contract, including storage and/or towing, to enforce such lien, and for Marathon's unpaid fees, costs, and expenses, on any amount recovered in any action arising out of the Contract by settlement, arbitration award, judgment at trial, or otherwise. Customer understands and agrees that Marathon shall have the right to retain any vehicles and personal property of Customer as security for any and all amounts owed to Marathon by Customer under this Contract. Marathon is hereby expressly authorized to sell such vehicles at public auction after giving a twenty (20) day written notice by certified mail to the legal owner and/or registered owner and/or Customer, and California Department of Motor Vehicles, of Marathon's intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of the sale must be used first to satisfy the lien plus storage costs and costs incident to the sale, and the balance shall be forwarded to the California Department of Motor Vehicles. Customer agrees to pay any expenses incurred during the process of a lien sale, including reasonable attorney's fees that may be necessarily incurred.
- 13. Severability and Amendment.** It is understood and agreed that should any provision of the Contract be found to be unenforceable, such unenforceable provision shall not affect the remaining portions or provisions of the Contract. The Contract may be amended only by a writing signed by all the parties, is binding on, and shall inure to the benefit of, the successors and assigns of the parties, and shall not be assignable except by written agreement between Marathon and Customer.
- 14. Sole Agreement.** The documents are expressly agreed to and constitutes the entire Contract of the parties as of the date set forth above. No other purported agreements or understandings, verbal or written, expressed or implied, are a part of the Contract unless specified herein.
- 15. No Liability for Personal Property of Customer.** Customer understands and agrees that any personal property that is not the subject of the Contract shall be removed from any vehicle in the possession of Marathon, agrees that Marathon is not obligated to inspect the vehicle for such personal property, and releases Marathon from any liability or obligation with respect to such personal property left in the vehicle.
- 16. Damage to or Destruction of Vehicles.** If any vehicle or property of Customer in the possession of Marathon is destroyed by accident, collision, fire or other catastrophe which is not the fault of Marathon or any of its employees, personnel, or labor, Marathon shall be paid for all work performed to the time of destruction, and shall be relieved of any further obligation to provide work under this Contract with respect to such vehicles or property. Marathon is not responsible for glass breakage, mechanical breakdowns, or road hazard damages on the vehicles or property in its possession unless such conditions are the result of negligence, misconduct, malfeasance, or violations of law on the part of Marathon or any of its employees, personnel or labor.
- 17. Authority to Operate.** Under the terms and conditions of the Contract, Customer authorizes Marathon to perform the repairs and/or improvements to the vehicle, and authorizes Marathon to operate the vehicle on public thoroughfares for evaluation, tests, and inspections.
- 18. Collection.** Customer understands and agrees that if any charges due and payable under the Contract remain unpaid for thirty (30) days after notice is given for payment, Marathon may refer such charges to its attorneys for collection and the customer agrees to pay reasonable attorney's fees incurred by Marathon for such collection.

PROPOSITION 65 WARNING FOR AUTO PARTS AND SERVICE

WARNING:
Motor Vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, batteries, brakes and wheel balancing weights. When Customer services, cleans or maintains Customer's vehicle, Customer will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear, and in other materials. When Marathon provides work or service on Customer's vehicles, Marathon may return used components to Customer upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize Customer's exposure when servicing, maintaining or cleaning Customer's vehicle: (a) work in a well-ventilated area; (b) do not smoke, drink or eat while working; (c) wash hands when finished or when taking a break; and (d) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components. (Posted in accordance with Proposition 65 in Cal. Health & Safety Code section 25249.5, et seq.) For further information about Proposition 65 see <http://www.oehha.org/prop65.html>.

Please Sign and Date to accept the terms and conditions of this quotation.

Signed : _____

Purchase Order : _____ Date : _____

Pool Chassis [] or Customer Chassis [] or Est. Chassis Arv. []

Chassis Model _____ Chassis Ready for Pick Up []

VIN # _____

Special Delivery Instructions :



Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: 212.398 Board Consideration of Approval of Valley Oaks Elementary School Preconstruction Services Agreement
Presenter: Lois Yount	Action Item: XX Information Item:

Upon Board approval of the contract document, S+B James Construction California Inc. will perform preconstruction services, including ordering necessary equipment, preparing a construction schedule, and finalizing the cost estimates. It is expected that the final Lease-Leaseback Back (LLB) guaranteed maximum price and LLB contracts would be submitted for Board approval within the next few months.

This project consists of removing four portable classrooms and constructing a new six-classroom building. Each classroom will be 960 square feet with an approximate building size of 7,254 square feet. The building will include two teachers' workrooms, two staff restrooms, and a custodial room with a washer and dryer hook-up. This project will also have accessibility upgrades along the path of travel and associated site work.

Fiscal Impact: \$2,500 State Facility Hardship Funds

Board approval is recommended.

Attachments:

1. Preconstruction Services Agreement
2. Review of Lease-Leaseback Proposals Received
3. Proposal Evaluation
4. Evaluation Category
5. S & B James Firm and Personnel Experience and Qualifications

**AGREEMENT FOR PRELIMINARY SERVICES
FOR THE CONSTRUCTION OF IMPROVEMENTS**

This Agreement is made and entered into this 14th day of December, 2022, between the Galt Joint Union Elementary School District hereinafter referred to as "DISTRICT" and S+B James Construction California Inc. hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage the Valley Oaks Elementary School Classroom Building Project.

WHEREAS, DISTRICT has selected DEVELOPER to provide all facets needed to complete development of the Project pursuant to Education Code section 17406, including the preliminary consulting services detailed in this Agreement;

WHEREAS, DEVELOPER desires to provide certain consulting services to the DISTRICT with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from trade contractors, and other related services in preparation for the Project's development;

WHEREAS, DEVELOPER represents that it and its referenced consultants are properly licensed and have the expertise and experience to obtain pricing from contractors, develop construction schedules, identify and order long lead items, coordinate construction activities, review and execute lease documents and perform the other development services set forth in this Agreement; and

WHEREAS, DISTRICT and DEVELOPER plan to enter into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 17406 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. -- SCOPE OF DEVELOPER SERVICES

- A. Scope.** DEVELOPER, as the DISTRICT's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described in **Exhibit B**.
- B. Warranty.** DEVELOPER agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of DEVELOPER's profession. DEVELOPER further represents and agrees that it will perform said services in a legally adequate manner

in conformance with applicable federal, state and local laws and guidelines, including, but not limited to, State Allocation Board guidelines for school construction and labor compliance programs.

- C. Schedule.** Services outlined above will commence on the date the DISTRICT issues a notice to proceed for the Agreement, and conclude on or about February 1, 2023. It is anticipated that construction will commence on or about March 16, 2023. A more detailed schedule will be provided in the construction provisions. Any extension shall be subject to reasonable approval in writing by the parties.
- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the DISTRICT and DEVELOPER.
- E. Construction.** Upon agreement on the Guaranteed Maximum Price ("GMP") and DSA approval of the Plans and Specifications, the DISTRICT and DEVELOPER plan to enter into the formal Lease Agreements to provide for the development of the Project; therefore, DEVELOPER shall perform the services described herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

ARTICLE II. -- DISTRICT'S RESPONSIBILITIES

The DISTRICT has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. DISTRICT will retain the firm of Parker and Covert LLP to represent the DISTRICT in negotiations and preparation of all legal documents, including the formal Lease Agreements in accordance with Education Code section 17406.

ARTICLE III. -- TERMINATION

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to DISTRICT in the event of an uncured substantial failure of performance by DISTRICT, unless the DISTRICT has acted to commence cure efforts in any case where a reasonable cure can not be concluded within the fourteen (14) day notice period.
- B. Termination by DISTRICT.** This Agreement may be terminated at any time without cause by DISTRICT upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by DISTRICT, the DISTRICT shall pay DEVELOPER for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the DISTRICT if a completed product was presented.

- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the DISTRICT and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to DISTRICT any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the DISTRICT shall be entitled to, and DEVELOPER shall deliver to the DEVELOPER, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the DISTRICT in performing the Agreement (the "Termination Material") which is not DEVELOPER privileged information, as defined by law, or DEVELOPER's personnel information.

ARTICLE IV. -- COMPENSATION TO DEVELOPER

In consideration of DEVELOPER performance of services hereunder, DISTRICT agrees to:

Reimburse DEVELOPER in the amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for the performance of services contemplated by this Agreement. DEVELOPER shall be paid monthly for the actual fees incurred in line with the hourly fee schedule attached hereto as **Exhibit C** as well as for the allowed costs and expenses for all time and materials required and expended for work requested and specified by the DISTRICT as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the DISTRICT of a monthly billing statement showing completion of the tasks for that month on a line item basis. When DEVELOPER and DISTRICT enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price to be paid to DEVELOPER by DISTRICT.

DEVELOPER shall be responsible for any and all costs and expenses incurred by DEVELOPER, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with DISTRICT and its representatives, long distance telephone charges, copying expenses, salaries of DEVELOPER staff and employees working on the Project, overhead, and any other reasonable expenses incurred by DEVELOPER in performance of the services contemplated by this Agreement.

ARTICLE V. -- LEASE DOCUMENTS

Provided that an acceptable GMP is agreed to by the DISTRICT, DISTRICT and DEVELOPER shall enter into formal Lease Agreements which will govern the lease, construction and delivery of the Project subsequent to approval of the Plans and Specifications and DEVELOPER obtaining bids for delivery of a GMP for the Project which is acceptable to the DISTRICT. Parties anticipate entering into said documents on or about March 15, 2023.

ARTICLE VI. -- MISCELLANEOUS

- A. Indemnity.** DEVELOPER shall indemnify, defend and hold harmless DISTRICT, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or

omissions of DEVELOPER, its agents, employees and consultants relating to DEVELOPER performance of its obligations under this Agreement. DEVELOPER shall also defend, indemnify and hold harmless the DISTRICT from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of DEVELOPER. In addition to the foregoing, each party shall indemnify, defend and hold harmless the other from all claims, demands, liabilities and actions arising out of claims for payment of fees, costs or expenses incurred by the indemnifying party with third parties in connection with their respective activities under this Agreement.

B. Insurance. DEVELOPER shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Agreement and the Project the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

1. Prior to execution of this Agreement and prior to commencement of any work, DEVELOPER shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the DISTRICT, DEVELOPER's insurer will provide complete certificates of insurance and upon request certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of DEVELOPER.
2. In addition to any other remedy the DISTRICT may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.
3. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
4. Any deductibles must be declared to, and approved by, the DISTRICT.
5. The requirement as to types, limits, and the DISTRICT's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Agreement.

6. DEVELOPER and its subconsultants and subcontractors shall, at their expense, maintain in effect at all times during the performance or work on the Project not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by DEVELOPER and its subconsultants and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Agreement.
7. Worker's Compensation and Employer's Liability Insurance.
 - a. Worker's Compensation - Insurance to protect DEVELOPER, its contractors, subconsultants and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. DEVELOPER shall execute a certificate in compliance with Labor Code Section 3700, on the form attached to this Agreement.
 - b. Claims Against DISTRICT - If an injury occurs to any employee of DEVELOPER for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the DISTRICT under the provisions of said Act, for which compensation is claimed from the DISTRICT, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due DEVELOPER under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the DISTRICT is required to pay such compensation, the amount so paid will be deducted and retained from any sums due, or to become due to DEVELOPER.
8. Commercial General and any Auto Automobile Liability Insurance.
 - a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence.
 - b. The Commercial general and any auto automobile liability insurance coverage shall also include, or be endorsed to include, the following:
 - (i) Provision or endorsement naming the DISTRICT and each of its officers, officials, employees, agents, and volunteers as additional insureds in regards to: liability arising out of the performance of or failure to perform any work under the Agreement or on the Project; liability arising out of activities

performed by or on behalf of DEVELOPER; premises owned, occupied or used by DEVELOPER; or automobiles owned, leased, hired or borrowed by DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees, agents or volunteers.

- (ii) Provision or endorsement stating that for any claims related to this Project, DEVELOPER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents, and volunteers to the extent the DISTRICT is an additional insured. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be in excess of DEVELOPER's insurance and shall not contribute with it.
- (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the DISTRICT, its officers, officials, employees, agents, or volunteers.
- (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Agreement, including, without limitation, that set forth in Article VI, Section A, Indemnity.

- C. No Design Responsibility.** DISTRICT acknowledges that DEVELOPER, in performing those services set forth in this Agreement, will be acting as a knowledgeable and experienced contractor in carrying out its duties under this Agreement and is not acting, and does not purport to act, as a design professional and is assuming no design responsibility under this Agreement.
- D. Limitation of Liability.** DEVELOPER's liability arising out of the performance of the work hereunder shall be limited to the aggregate of (1) the insurance coverage limits required under this Agreement; (2) any additional insurance coverage provided by DEVELOPER's policies for any such loss or damage; and (3) the amount of fees and expenses paid by DISTRICT to DEVELOPER in connection with this Agreement.
- E. Independent Contractor.** DEVELOPER, in the performance of this Agreement, is and shall be and an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, contractors, subcontractors, consultants, and subconsultants shall not be considered officers, officials, employees or agents of the DISTRICT.

- F. No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party that is not a party to this agreement against either the DISTRICT or DEVELOPER.
- G. Binding on Successors.** The DISTRICT and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- H. Governing Law.** This Agreement shall be governed by the laws of the State of California, and venue for any action to enforce shall be in the County in which the Project is located.
- I. Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and DEVELOPER.

This Agreement has been entered into as of the day and year first written above.

“DISTRICT”

“DEVELOPER”

**GALT JOINT UNION ELEMENTARY
SCHOOL DISTRICT**

**S&B JAMES CONSTRUCTION
CALIFORNIA INC**

By: _____

By: _____

Name: Lois Yount
Title: Superintendent

Name: _____
Title: _____

Exhibit A

Workers' Compensation Certificate

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

By: _____

Title: _____

Exhibit B

Scope of Services

DEVELOPER shall provide all usual and all reasonable services as needed in the circumstances and such services shall include without limitation:

A. Site Evaluation and Coordination

1. Evaluate existing site to determine access requirements, undocumented utility appurtenances, condition of salvage items and impacts from observable soil conditions.
2. Provide recommendations relating to soil investigations and utility locations and capacities.
3. Develop written report capturing observations and subsequent recommendations and submit to DISTRICT.

B. Plan Review

1. Review initial conceptual design and make recommendations to assist in achieving conformance with DISTRICT's construction budget.
2. Review plans and specifications for each design increment at 100% DD phase and CD Phase (prior to DSA submittal) and evaluate design concepts, systems and details for construction and sequence feasibility.
3. Develop written report capturing observations and subsequent recommendations and submit to DISTRICT.
4. Meet and work with DISTRICT's design team to insure that project design is consistent with DISTRICT's current design standards and incorporates relevant recommendations.

C. Meetings

1. Attend weekly Design Team meetings, DISTRICT and site staff meetings, and other community and stakeholder meetings as required.

D. Accounting and Budget Management System

1. In concert with DISTRICT staff and consultants, develop the Project accounting and budget management systems. A process of providing up to date costs is required. During construction, monthly reporting will be required.

E. Value Engineering

1. Review plans and specifications and make recommendations for each design increment and evaluate design concepts, systems and details for cost effectiveness, space usage, and schedule efficiencies.
2. Provide DISTRICT with two (2) written evaluations of plan review at two different design stages (stages to be determined) and provide subsequent recommendations, including written analysis of long lead purchases with associated recommendations.

F. CPM Scheduling/Methodology and Strategic Plan

1. Develop one conceptual schedule (at design stage to be determined) for each design increment detailing projected sequence of work and duration.
2. Develop a master conceptual schedule for incorporating sequence and durations for scope of each design increment. Overall sequence of construction will be based on the information received from the DISTRICT, the Project architect and site staffs reflecting the school's schedule and potential construction conflicts from work of other contracts.
3. Prepare written narrative reflecting construction methodology and outlining strategic plan to be submitted with master schedule.
4. Develop cash flow projections in association with master conceptual schedules.

G. Preliminary and Detailed Estimating

1. Develop detailed estimates of probable construction costs for each design increment at the following stages of design:
 - a. 100% Completion - Conceptual Design Phase
 - b. 100% Completion – Design Development Phase
 - c. 50% Completion – Construction Document Phase
 - d. 90% Completion – Construction Document Phase/Submittal to DSA
2. Develop one detailed master estimate for complete site scope of work at minimum Design Development Phase.
3. Cost estimates will follow a unit price format broken down by Construction Specification Institute sections of work.

H. Construction Planning

1. Develop Construction Staging and Phasing plan consistent with design documents, Increment Submittals and DISTRICT's bond program execution schedule.
2. Indicate contractor lay-down areas, access points, temporary construction facilities (trailers, site fencing, etc).
3. Indicate campus traffic sequencing and special controls impacting campus operations.
4. Prepare a Construction Staging and Phasing plan and submit to DISTRICT.

I. Procurement/GMP Development

1. Prior to and in preparation of final GMP development, develop detailed scopes of work for each trade in each design increment.
2. Develop and initiate subcontractor pre-qualification process as required and evaluate responses.
3. Advertise and solicit subcontractor and vendor proposals for each applicable trade for each design increment proposal stage utilizing vendor databases and local resources for solicitation.
4. Evaluate subcontractor and vendor proposals for price, completeness, responsiveness and qualifications giving significant consideration to local subcontractors and vendors and negotiate with successful bidders as required.
5. In coordination with DISTRICT and Design Team, review subcontractor and vendor proposals to finalize selection of subcontractors and material vendors.
6. Develop final GMP proposals for each design increment utilizing selected subcontractors and material vendors and submit to DISTRICT in final cost proposal formats.

J. Schedule for Construction

Construction is anticipated to start on March 16, 2023 and be completed by October 2023.

Exhibit C

Preconstruction Services Budget

See Attached



PRECONSTRUCTION SERVICES BUDGET

PROJECT: Valley Oaks Elementary School Project

DURATION: 12/7/2022

LOCATION: Galt, CA

CLIENT: Galt Joint Union Elementary School District

ARCHITECT: DCA

DESCRIPTION			\$ / HR	Sub-Total	TOTAL
Meetings					
Project Manager	6	HR	\$95	\$570	
	Subtotal				\$570
GMP (Instructions to Bidders, Bid Analysis, Buyout, etc.)					
Project Manager	2		\$95	\$190	
Estimator	16	HR	\$85	\$1,360	
	Subtotal				\$1,550
Site Investigation					
Project Manager	1	HR	\$95	\$95	
Superintendent	1	HR	\$95	\$95	
	Subtotal				\$190
Project Schedule & Site Logistic Plan					
Superintendent	2	HR	\$95	\$190	
	Subtotal				\$190
Total Preconstruction Cost					\$2,500

Review of Lease-Leaseback Proposals Received for Valley Oaks Elementary School Classroom Building.

Received on Wednesday, November 30, 2022

Proposals were received from the following Contractors:

- Otto Construction
- Swinerton
- S+B James Construction
- Broward Builders, Inc.

All Contractors were prequalified with the District and attended the mandatory pre-conference site walk at Valley Oaks Elementary School.

PROPOSAL EVALUATION AND BEST VALUE SCORING:

The District's Evaluation Committee consisted of the following:

- Lois Yount, Superintendent
- Nicole Lorenz, Chief Business Officer
- Alicia Valdovinos, Administrative Assistant

Each member independently scored each proposal based on the evaluation categories set forth in the District's adopted LLB evaluation process.

Phase 1:

Determine total technical score using the criteria attached. The maximum technical score is 150. Either failing the mandatory requirements or receiving a technical score of less than 113 disqualifies the proposal.

Conclusion of Phase 1:

- All four General Contractors met the mandatory requirements of Phase 1.

Phase 2:

Determine the total price score for proposals for Preconstruction Services, Lease-Leaseback Fee, and General Conditions Cost. The total price score is 100 points.

- Otto Construction scored 0 points
- S+B James Construction scored 94 points
- Swinerton scored 88 points
- Broward Builders, Inc. scored 28 points

Conclusions and Recommendations:

After completing the evaluation, best value scoring, interviews, and reference checks, the committee recommends S+B James Construction for the District's LLB partner for Valley Oaks Elementary School. Determining factors include construction schedule, best value, LLB experiences, and professional references and experience.

	EVALUATION CATEGORY: Qualifications/Technical	POINTS POSSIBLE	Broward Builders, Inc.			Otto Construction			S+B James Construction			Swinerton		
1	Mandatory Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
2	Firm and Personnel Experience and Qualifications	25	25	25	25	25	25	25	25	25	25	22	23	25
3	Capacity and Methodology	35	30	30	30	25	25	25	35	35	35	35	35	35
4	Litigation and Disputes	10	10	10	10	10	10	10	10	10	10	8	8	8
5	Experience and Past Performance	35	35	35	35	35	35	35	35	35	35	35	35	35
6	Preconstruction Services	10	8	8	8	10	10	10	10	10	10	10	10	10
7	Safety	5	2	2	2	3	3	3	5	5	5	4	5	5
8	Financial Information	20	18	18	18	18	18	18	18	18	18	18	18	18
9	Labor Compliance/Skilled and Trained Workforce	5	2	0	3	5	5	5	5	5	5	5	5	5
10	Exceptions to Preconstruction/LLB Documents	5	0	5	0	0	5	0	5	5	5	0	5	5
	MAXIMUM TECHNICAL SCORE	150	130	133	131	131	136	131	148	148	148	137	144	146

Services	Otto Construction	S+B James Construction	Swinerton	Broward
Preconstruction Services Fee Proposal	\$32,700.00	\$2,500.00	\$500.00	\$18,000.00
Points Assigned: Total Points Possible = 20	0	20	20	0
Lease-Leaseback Fee Proposal	6.25%	2.50%	1.15%	3.50%
Points Assigned: Total Points Possible = 40	0	34	40	28
General Conditions Cost	\$49,700.00	\$21,616.00	\$25,000.00	\$52,000.00
Points Assigned: Total Points Possible = 40	0	40	28	0
Total Possible = 100	0	94	88	28

	EVALUATION CATEGORY: Qualifications/Technical	POINTS
1.	Mandatory Requirements	<u>Pass/Fail</u>
2.	Firm and Personnel Experience and Qualifications	25
3.	Capacity and Methodology	35
4.	Litigation and Disputes	10
5.	Experience and Past Performance	35
6.	Preconstruction Services	10
7.	Safety	5
8.	Financial Information	20
9.	Labor Compliance/Skilled and Trained Workforce	5
10.	Exceptions to Preconstruction/LLB Documents	5
	MAXIMUM TECHNICAL SCORE	150

Services	Price Ranking from Low to High	Points Assigned	Max Points
Preconstruction Services	Up to 4.9% higher than average cost	20 points	20 Points
	5% -9.9% higher than average cost	18 points	
	10%-14.9% higher than average cost	16 points	
	15%-19.9% higher than average cost	14 points	
	20%-24.9% higher than average cost	12 points	
	25%-29.9% higher than average cost	8 points	
	30% or more higher than average cost	0 points	
Lease-Leaseback Fee	Low Fee	40 points	40 Points
	Up to 0.5% higher than low fee	37 points	
	0.51% – 1.0% higher than low fee	34 points	
	1.01% - 1.5% higher than low fee	31 points	
	1.51% -2.0% higher than low fee	28 points	
	2.01% -2.5% higher than low fee	25 points	
	2.51% - 2.5% higher than low fee	22 points	
	3.01% - 3.5% higher than low fee	19 points	
More than 3.5% higher than low fee	0 points		
General Conditions Cost	Low Cost	40 points	40 Points
	Up to 4.9 % higher than low cost	37 points	
	5.0% -9.9% higher than low cost	34 points	
	10.0% - 14.9% higher than low cost	31 points	
	15.0% - 19.9% higher than low cost	28 points	
	20.0% -24.9% higher than low cost	25 points	
	25.0% - 30.0% higher than low cost	22 points	
More than 30% higher than low cost	0 points		
	MAXIMUM TOTAL PRICE SCORE		100 POINTS

2B.

FIRM AND PERSONNEL EXPERIENCE AND QUALIFICATIONS

2.B.1 Description of Firm. Include a description of the Firm’s qualifications for providing preconstruction and lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, number of employees, name(s) of owner(s), location of the primary office and the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.

Throughout this proposal, please reference these blue boxes for specific questions asked within the RFP, followed by S+B James responses



150+
Employees

45+
Years in
Business

OWNERS
Silas Nigam, President
Heman Chand, Vice President
Josh Walker, General Superintendent
Allen Purdy, Treasurer
Terry Mackey, Secretary

PRIMARY OFFICE:
1450 Halyard Drive, Suite 11A
West Sacramento, CA 95691
(Same office in which required services will be performed.)

S+B James Construction confirms that it is independent of Galt Joint Union Elementary School District.

Founded in 1977, S+B James Construction has been setting the standard for excellence in educational, commercial, retail, medical, industrial, and public works construction in Northern California. We have established a reputation of providing exceptional management and high quality construction work that is completed **on budget, on time, every time.**

Our staff are experienced and knowledgeable about every aspect of the construction process, including:

- Project management and communication
- Construction planning and coordination
- Quality assurance
- LEED and Green Globes certified project requirements
- OSHA safety standards
- Obtaining required permits and inspections
- Commissioning
- Project close-out
- Open-book invoicing
- Collaboration with client’s design team
- DSA and OSHPD Projects
- LLB, Design Build and Design Assist

Self-Performance of Construction

The S+B James team takes great pride in providing superior craftsmanship with attention to the details that make a project successful. Many of our craftsmen have worked for S+B James for over 20 years. We perform all types of construction, including:

- Rough carpentry
- Erection of pre-engineered steel building construction
- Concrete work
- Site improvements
- Doors, frames, hardware
- Owner furnished, contractor installed items

Knowing that the work we do directly affects people in our community, we commit ourselves to delivering quality in every aspect of each project. Every minute of planning, collaboration, communication, and execution for each of our projects is focused on the success of the entire team.

Learn more about our qualifications for providing preconstruction and lease-leaseback services on California school construction projects in Sections 2E: Relevant Experience and 2F: Preconstruction Services.



2.B.2 Firm's Personnel and Staffing Resources. Submit an organizational chart containing the names of each key staff member (Project Manager, Superintendent, Cost Estimator, Scheduler, etc.), together with their resumes, who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services.

PROJECT ORGANIZATION



KEY TEAM



★ **HAYDEN MEYERS**
DBIA, LEED GA
PROJECT EXECUTIVE



BRIAN MCCARTHY
PROJECT MANAGER



JOHN CALLISON
SUPERINTENDENT



SAM KHAN
PROJECT ENGINEER



JOSH WALKER
GENERAL SUPERINTENDENT / LEAD SCHEDULER



★ **SILAS NIGAM**
DBIA, LEED GA
PRINCIPAL IN CHARGE



DUSTIN FRETWELL
ESTIMATOR



NICK SANCHEZ
SAFETY MANAGER

★ MAIN POINTS OF CONTACT

“Working in a school environment has its unique features all on its own, especially when teachers and students are present. I greatly appreciated S+B James’ level of expertise and their consistent concern for the well-being of ‘your house’ as they put it.”

*Ms. Monte Gregg, Principal
Antioch USD,
Mission Elementary School*

WHY THIS TEAM

- ✓ Worked on over 30+ LLB Projects
- ✓ Experience - Recently completed similar projects in occupied operational campuses with similar delivery method.
- ✓ Silas lives in Galt and is able to respond to any issue, 24/7.
- ✓ Team Synergy - Experience working with Galt JUESD and Derivi Castellanos Architects

KEEP YOUR DOLLARS LOCAL!

Silas is majority owner at S+B James





Board Meeting Agenda Item Information

Meeting Date: December 14, 2022	Agenda Item: 212.399 Board Consideration of Approval of Resolution No. 8; California State Preschool Program Continued Funding Application
Presenter: Donna Mayo-Whitlock	Action Item: XX Information Item:

Continued California State Preschool Program (CSPP) Funding Application for 2023-24 School Year:

Annually, CSPP contractors who wish to be considered for continued funding for the following school year must complete an application for continued funding. A copy of the Board of Trustee’s Board resolution authorizing the superintendent’s signature on the application must be included in the submission to California Department of Education (CDE).

CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for 2023-24. Contractors will be notified in writing by April 2023 if the CDE determines the agency will not be renewed for a subsequent contract year.

Galt Joint Union Elementary School District

Resolution # 8

California State Preschool Program Continued Funding Application

Fiscal Year 2023-24

Be it resolved that the Governing Board of the Galt Joint Union Elementary School district authorizes the submission of the California State Preschool Program continued Funding Application Fiscal year 2023-24 and that the persons listed below are authorized to sign the application for the Governing Board.

Donna Mayo-Whitlock Educational Services Director _____

Lois Yount Superintendent _____

Nicole Lorenz Chief Business Official _____

Passed and adopted this 14th day of December 2022 by the Governing Board of the Galt Joint Union Elementary School District, Sacramento County, California.

I, _____, Clerk of the Governing Board of the Galt Joint Union Elementary School District, Sacramento County, in the State of California, certify that the foregoing is a complete, accurate and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at Galt City Hall Chamber, 380 Civic Drive, Galt. The Resolution is on file in the office of said Board.

Clerk

- Vote:
- Ayes: _____
- Noes: _____
- Abstain: _____
- Absent: _____

Section I – Contractor Information	
Contractor Legal Name:	GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Contractor “Doing Business As” (DBA):	FAIRSITE STATE PRESCHOOL
Headquartered County:	34 Sacramento
Vendor Number:	6734
Executive Director Name:	LOIS YOUNT
Executive Director Telephone Number:	209-744-4545, ext. 308
Executive Director Email Address:	superintendent@galt.k12.ca.us
Legal Business Address:	1018 “C” STREET, Ste 210
City:	GALT
Zip Code:	95632
Mailing Address (if different from above):	902 CAROLINE AVENUE
City:	GALT
Zip Code:	95632
Name of Person Completing the CFA:	YVETTE ODELL
Title of Contact Person Completing the CFA:	SCHOOL SECRETARY
Contact Person Telephone Number:	209-745-2506
Contact Person Email Address:	yodell@galt.k12.ca.us

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County** 34 - Sacramento

Section II, Part 1 – Contract and Program Type
Check all applicable boxes indicating the programs the contractor intends to continue to administer for the FY 2023–24. The contractor agrees to continue implementation of these programs with funds provided by the CDE.
Contract Type <input checked="" type="checkbox"/> CSPP <input type="checkbox"/> CPKS Does the CSPP operate a Family Childcare Home Education Network (FCHEEN)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Program Type <input type="checkbox"/> Full-Day/Full-Year <input checked="" type="checkbox"/> Part-Day/Part-Year <input type="checkbox"/> Full-Day/Part-Year <input type="checkbox"/> Part-Day/Full-Year
Section II, Part 2 – Funded Enrollment
Insert the number of children your agency expects to enroll with the CSPP contract for each county services are provided, as applicable.
1. County Name: 34- SACRAMENTO Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County:
2. County Name: Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County:
3. County Name: Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County:
Total Number of CSPP Children to be Enrolled: 96
To request a change to these numbers during the fiscal year, the contractor must submit a Program Narrative Change to request approval from their assigned regional consultant. The new “Number of Children” must also be reported during the Program Self Evaluation survey.

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County** 34 - Sacramento

Section III – Contractor’s Officers and Board of Directors Information				
Does the contractor have a board of directors?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If no, please explain the entity type and the governance structure (i.e., number of owners and partnership)				
List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.				
Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Wesley Cagle	TBD	209-744-4545	1018 "C" Street, Ste. 210	weagle@galt.k12.ca.us
Traci Skinner	TBD	209-744-4545	1018 "C" Street, Ste. 210	tskinner@galt.k12.ca.us
Casey Raboy	TBD	209-744-4545	1018 "C" Street, Ste. 210	craboy@galt.k12.ca.us
Annette Kunze	TBD	209-744-4545	1018 "C" Street, Ste. 210	cjkunze@softcom.net
Katherine Harper	TBD	209-744-4545	1018 "C" Street, Ste. 210	kharper.galt@gmail.com
Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.				

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County** 34 - Sacramento

Section IV – Program Narrative

A. Please select the box below if the contractor **does not** have programmatic or calendar changes.

No changes

B. Please select all applicable fields below if the contractor **does** have programmatic or calendar changes. Programmatic or Minimum Days of Operation (MDO) changes require completion of a form EED 3704A. This form is available on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2324.asp>.

NOTE: Program calendars must be submitted for all CSPP program types ([1] full-day/full-year, [2] part-day/part-year, [3], full-day/part-year, and [4] part-day/full-year, as applicable. Making changes to the MDO does not change the contract Maximum Reimbursable Amount (MRA).

Programmatic change

MDO change

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County** 34 - Sacramento

Section V – Personnel Certification	
The State of California requires any contractor receiving early education and care funding, disbursed by the CDE, to employ fully qualified personnel as stipulated in the Education Code (EC); and the 5 CCR; and the CT&Cs.	
I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division.	
Signature of the Contractor's Authorized Representative:	
Printed Name and Title of the Contractor's Authorized Representative:	LOIS YOUNT, SUPERINTENDENT
Date of Signature:	
Authorized Representative's Telephone Number:	209-744-4545, ext. 308
Authorized Representative's Email Address:	superintendent@galt.k12.ca.us

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County** 34 - Sacramento

Section VI – Subcontract Certification	
<p>A. Please select the box below if the contractor does not have subcontractors, and move to section VII:</p> <p><input checked="" type="checkbox"/> No subcontractors</p>	
<p>B. Please select the box below if the contractor does have subcontractors, and complete the information and sign in the section below. Contractors who subcontract services will need to complete and submit the form EED 3704B. The form is available on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2324.asp.</p> <p><input type="checkbox"/> Subcontractors</p>	
<p>I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the CT&Cs.</p> <p>I understand that signing this certificate does not lessen the legal responsibility for the contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.</p>	
Signature of the Contractor's Authorized Representative:	
Printed Name and Title of the Contractor's Authorized Representative:	LOIS YOUNT, SUPERINTENDENT
Date of Signature:	
Authorized Representative's Telephone Number:	209-744-4545, ext. 308
Authorized Representative's Email Address:	superintendent@galt.k12.ca.us

Contractor Name:	Vendor #	County
Galt Joint Union Elementary School District	6734	34 - Sacramento

Section VII – Contractor Certification

Under penalty of perjury, I certify the following:

- I am authorized by the contractor’s Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract, and CPKS contract if applicable, for FY 2023–24, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new contract(s) on June 30, 2023.
- On behalf of the contractor and its governing authority, the contractor understands some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted, or authorized by the CDE, even if the contractor’s request for continued funding by the CDE is subsequently approved.
- The governing board members or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- The signer has supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA, and certify that it is true and correct in all material respects.
- The signer is familiar with and will ensure that the contractor complies with all applicable program statutes and regulations, including but not limited to:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm’s length, and (ii) employment limitations stated in EC.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, and accounting and reporting requirements in 5 CCR.
 - Operational and programmatic requirements.

Contractor Name: **Galt Joint Union Elementary School District** **Vendor #** **6734** **County** **34 - Sacramento**

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2023–24 and, if approved, is willing to, and does accept, all terms and conditions of the contract, which will be provided to the contractor no later than June 1, 2023. The contractor may reject the FY 2023–24 contract by providing the CDE with a written notice of rejection no later than June 30, 2023. Contractors that wish to reject the terms of the FY 2023–24 contract must provide written notice that the terms of the contract are rejected by emailing ChildDevelopmentContracts@cde.ca.gov on or before June 30, 2023. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2023–24 CSPP contract, and CPKS contract if applicable, are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2023–24.

Signature of the Contractor's Authorized Representative:	
Printed Name and Title of the Contractor's Authorized Representative:	LOIS YOUNT, SUPERINTENDENT
Date of Signature:	
Authorized Representative's Telephone Number:	209-744-4545, ext. 308
Authorized Representative's Email Address:	superintendent@galt.k12.ca.us

Contractor Name:	Vendor #	County
Galt Joint Union Elementary School District	6734	34 - Sacramento

Section VIII Certification of Contractor Information in the CDMIS

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Site and/or Office information including:
 - Associated license or license-exempt information per site
 - Number of children served in assigned contract per site
 - Site Supervisor information
- CSPP FCCHEN provider summary information, if applicable, including:
 - Number of homes
 - Total number of children by age group served in FCCHEN

To the best of my knowledge, the information on the CDMIS website reflects accurate information for **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT** as of the date this certification is signed.

Program Director/Authorized Representative Signature

Date Signed

LOIS YOUNT, SUPERINTENDENT

Printed Name of Program Director/Authorized Representative

Program Narrative Change

Fiscal Year 2023–24

Contractor Legal Name (Full spelling of legal name required. Acronyms or site names not accepted):

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Four-Digit Vendor Number: 6734 **County:** 34 Sacramento

Program Type: California State Preschool Program (CSPP)

Change Type (Check one):

Calendar (MDO) Change Programmatic Change

Please include responses to the following (3) questions below:

1. Identify the program component for which you are requesting a change.

NONE

2. Describe how the program currently provides services to children and families in relation to the above-identified program component.

NONE

3. Describe the proposed change, and how services will be improved if the change is implemented.

NONE

Under penalty of perjury, I certify as the authorized contractor representative, that all applicable State and federal statutes and regulations will be observed.

Name and Title of Authorized Representative:

LOIS YOUNT, SUPERINTENDENT

Telephone:

209-744-4545

Signature of Authorized Representative:

Date:

Form EED-3704B: Subcontract Certification

Contractor Name: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Vendor Number: 6734

County: 34 Sacramento

Contract Type: California State Preschool Program (CSPP) Part-Day/Part-Year

Contract Maximum Reimbursable Amount (MRA): _____

Total Percentage of MRA Subcontracted: _____

Subcontractor #1

Subcontractor Legal Name:

Does this subcontractor also contract with EED? Yes No

Has your agency subcontracted with this agency before? Yes No

If yes, please list the name of the site in which subcontracted services will occur, including site address, service county, and the percentage of the contract MRA that will be subcontracted.

If no, please submit a Program Narrative Change to indicate this change. Refer to 5 CCR Section 17800 for subcontractor approval requirements.

Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1			Select County	
2			Select County	
3			Select County	
4			Select County	

Subcontractor #2

Subcontractor Legal Name:

Does this subcontractor also contract with EED? Yes No

Has your agency subcontracted with this agency before? Yes No

If yes, please list the name of the site in which subcontracted services will occur, including site address, service county, and the percentage of the contract MRA that will be subcontracted.

If no, please submit a Program Narrative Change to indicate this change. Refer to 5 CCR Section 17800 for subcontractor approval requirements.

Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1			Select County	
2			Select County	
3			Select County	
4			Select County	

CERTIFICATION: By signing this certification, I, the authorized contractor representative, hereby certify, that all applicable state and federal rules and regulations with respect to the subcontracting of contract funds will be observed, that the information contained in this form is correct and complete to the best of my knowledge, and that all records related to subcontracting will be retained as required by applicable law.

 Signature

 Date

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
GALT JOINT UNION ELEMENTARY SCHOOL DIST.	34-3602532
By (Authorized Signature)	

Printed Name and Title of Person Signing

LOIS YOUNT, SUPERINTENDENT

Date Executed	Executed in the County of
	SACRAMENTO

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CO.8 (REV.06/20)

California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

SITE: FAIRSITE STATE PRESCHOOL
902 CAROLINE AVENUE
GALT, CA 95632

COUNTY: SACRAMENTO

DISTRICT OFFICE:

GALT JOINT UNION ELEMENTARY SCHOOL
DISTRICT

1018 "C" STREET, Ste. 210

GALT, CA 95632

COUNTY: SACRAMENTO

Check if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	
<u>GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT</u>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<u>LOIS YOUNT, SUPERINTENDENT</u>	
SIGNATURE	DATE
_____	_____

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County:** 34- Sacramento

Section IX – Required Attachments	
All CFA attachments and/or documentation below must be completed, current, and included when submitting the CFA. Attachments A–J are located on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2324.asp .	
	A. Fiscal Year 2023–24 Program Calendar (EED-9730)
N/A	B. Payee Data Record (STD. 204) (non-public agencies only)
N/A	C. Payee Data Record Supplement (STD. 205) (non-public agencies only, as applicable)
N/A	D. Secretary of State (non-public agencies only)
	E. Verification of Local Educational Agency Name and Address (public agencies only)
	F. Program Narrative Change (EED 3704A) (as applicable)
	G. Subcontractor Certification (EED 3704B) (as applicable)
	H. CSPP License Exemption Self-Certification (as applicable)
	I. California Civil Rights Laws Certification (CO-005)
	J. Contractor Certification Clauses (CCC)
	K. Federal Certification (CO.8)
	L. Agency’s board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable (public agencies only)

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County:** 34- Sacramento

Section X – CFA Checklist			
Section Number	Section Description	Page Number	Check Box
Section I	Contractor Information	3	<input checked="" type="checkbox"/>
Section II	Contract and Program Type	4	<input checked="" type="checkbox"/>
Section III	Contractor's Officers and Board of Directors Information	5	<input checked="" type="checkbox"/>
Section IV	Program Narrative	6	<input checked="" type="checkbox"/>
Section V*	Personnel Certification	7	<input checked="" type="checkbox"/>
Section VI*	Subcontract Certification	8	<input checked="" type="checkbox"/>
Section VII*	Contractor Certification	9	<input checked="" type="checkbox"/>
Section VIII*	Certification of Contractor Information in the CDMIS Database	11	<input checked="" type="checkbox"/>
Section IX	Required Attachments	12	<input checked="" type="checkbox"/>
Section X	CFA Checklist	13	<input checked="" type="checkbox"/>
Attachment I	CSPP Program Calendar(s) (EED-9730)	Insert after page 11	<input checked="" type="checkbox"/>
Attachment II	State of California, Payee Data Record (STD. 204) (non-public agencies only)	Insert after page 11	N/A <input type="checkbox"/>
Attachment III	Payee Data Record Supplement (STD. 205) (Non-public agencies only)	Insert after page 11	N/A <input type="checkbox"/>
Attachment IV	Secretary of State certification or search results (non-public agencies only)	Insert after page 11	N/A <input type="checkbox"/>
Attachment V	Verification of Local Educational Agency Name and Address search, as applicable	Insert after page 11	<input checked="" type="checkbox"/>
Attachment VI	Program Narrative Change (EED 3704A)	Insert after page 11	<input checked="" type="checkbox"/>

Contractor Name: Galt Joint Union Elementary School District **Vendor #** 6734 **County:** 34- Sacramento

Attachment VIII	Subcontractor Certification (EED 3704B)	Insert after page 11	<input checked="" type="checkbox"/>
Attachment IX	California Civil Rights Laws Certification (CO-005)	Insert after page 11	<input checked="" type="checkbox"/>
Attachment X	Contractor Certification Clauses (CCC)	Insert after page 11	<input checked="" type="checkbox"/>
Attachment XI	Federal Certification (CO.8)	Insert after page 11	<input checked="" type="checkbox"/>
Attachment XII	For Public Agencies, include a copy of the agency’s board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable	Insert after page 11	<input checked="" type="checkbox"/>
Attachment XIII	Self-Certification for License Exemption for LEAs Operating CSPP	Insert after page 11	<input type="checkbox"/>
<p>All Sections must be included in the CFA package, as applicable *Bolted sections require a signature</p>			