

# Galt Joint Union Elementary School District Board of Education

*"Building a Bright Future for All Learners"*

## Regular Board Meeting

September 20, 2023

6:00 p.m. Closed Session

7:00 p.m. Open Session

Vernon E. Greer Elementary School

Bright Future Learning Center/Library

248 West A Street, Galt, CA 95632

## To join the webinar remotely:

<https://galt-k12-ca.zoom.us/j/83526444647>

Or One tap mobile :

+16699006833,,83526444647# US (San Jose)

+16694449171,,83526444647# US

Webinar ID: 835 2644 4647

# AGENDA

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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](mailto: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.

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Board of Education Meetings are recorded.

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**A. 6:00 p.m. – Closed Session Location:** Vernon E. Greer Elementary, Room 3

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

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE §54957

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

**D. Board Meeting Protocol**

**E. Presentations & Recognitions**

- 1. Robert L. McCaffrey Student Leadership Report

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

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

**G. Reports**

LCAP GOAL 1

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

- 1. Enrollment Update

LCAP GOAL 2

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

- 1. Facilities Master Planning

OTHER REPORTS

- 1. Jennings Property Lease
- 2. Fentanyl Awareness Parent Training: September 12, 2023
- 3. School Calendars

**H. Routine Matters/New Business**

**232.412** Consent Calendar

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

- August 16, 2023 Regular Board Meeting

c. Payment of Warrants

- Vendor Warrants: 24431669-24431732; 24433571-24433649; 24434741-24434820; 24436107-24436152; 24437009-24437083
- Payroll Warrants: 8/11/23, 8/31/23, 9/8/23

d. Personnel

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

e. Donations

f. Out-of-State Conference Attendance: Erin McCook Mundy

g. 2023-24 School Fundraisers

- h. 2023-24 After School Education and Safety (ASES) Program Memorandum of Understanding (MOU) Between GJUESD and the City of Galt
- i. Bid for Site Work for Three Portable Classrooms at Lake Canyon Elementary
- j. 2023-24 Master Contracts for Nonpublic Schools and Agencies
  - Sierra School “ Specialized Education of California”
  - Sierra San Joaquin “Specialized Education of California”
  - Sunbelt Staffing

<b>232.413</b>	Consent Calendar (Continued) – Items Removed for Later Consideration	MOTION
<b>232.414</b>	Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119	PUBLIC HEARING
<b>232.415</b>	Board Consideration of Approval of Resolution No. 2; GJUESD Resolution Regarding Sufficiency of Instructional Materials 2023-2024	MOTION
<b>232.416</b>	Board Consideration of Approval of FM3 Research (Fairbank, Maslin, Maullin, Metz & Associates) Proposal to Conduct Public Opinion Research	MOTION
<b>232.417</b>	Board Consideration of Approval of Resolution No. 3; Authorized Signatories for the Galt Joint Union Elementary School District	MOTION
<b>232.418</b>	Board Consideration of Approval of Side Letter of Agreement Between GJUESD and the Galt Elementary Faculty Association (GEFA) Regarding Acceleration Blocks for the 2023-24 School Year	MOTION
<b>232.419</b>	Board Consideration of Approval of GJUESD Actuarial Study of Retiree Health Liabilities Under GASB 74/75 For Fiscal Year Ending June 30, 2023	MOTION
<b>232.420</b>	Board Consideration of Approval of 2022-23 Unaudited Actuals	MOTION
<b>232.421</b>	Board Consideration of Approval of Resolution No. 4; Resolution of the Governing Board to Commit Fund Balance for 2023-24	MOTION
<b>232.422</b>	Board Consideration of Approval of Resolution No. 5; GANN LIMIT	MOTION
<b>232.423</b>	Board Consideration of Approval of Substitute Teacher Pay Rate Increase	MOTION
<b>232.424</b>	First Reading and Board Consideration of Approval of Board Policy 3314.2 Revolving Funds	MOTION
<b>232.425</b>	Board Consideration of Approval to Open Venmo Account for Galt Joint Union Elementary District	MOTION

**232.426** Board Consideration of Approval of the Following Board Policies (BP),  
Administrative Regulations (AR) and Bylaw (BB):

MOTION

Superintendent

1. BP 1113 - District and School Websites  
AR 1113 - District and School Websites
2. BP 4140/4240/4340 - Bargaining Units
3. BB 9322 - Agenda/Meeting Materials

Curriculum

4. BP 4112.2 – Certification  
AR 4112.2 – Certification
5. BP 6174 - Education for English Learners  
AR 6174 - Education for English Learners

Educational Services

6. BP 5141.5 - Mental Health
7. BP 5148 - Child Care and Development  
AR 5148 - Child Care and Development
8. DELETE: BP 6146.4 - Differential Graduation and Competency Standards  
for Students with Disabilities
9. BP 6159.2 - Nonpublic, Nonsectarian School and Agency Services for  
Special Education  
AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for  
Special Education

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

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

**J. Pending Agenda Items**

**K. Adjournment**

The next regular meeting of the GJUESD Board of Education: October 18, 2023

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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

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item:</b> Closed Session
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> <b>Information Item:</b> XX
<p>1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay</p> <ul style="list-style-type: none"><li>▪ Employee Agency: (GEFA) Galt Elementary Faculty Association</li><li>▪ Employee Agency: (CSEA) California School Employee Association</li><li>▪ Non-Represented Employees</li></ul> <p>2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE §54957</p>	



Revised February 9, 2022

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

**SESSION INTRODUCTION**

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

**PUBLIC COMMENT**

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

**Email Public Comment**

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

**BOARD VOTE AND CONNECTIVITY**

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

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





## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item:</b> <b>Presentations &amp; Recognitions</b>
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> <b>Information Item:</b> XX

1. Robert L. McCaffrey Student Leadership Report



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item:</b> Reports
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> <b>Information Item:</b> 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. Enrollment Update

**LCAP GOAL 2**

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

1. Facilities Master Planning

**OTHER REPORTS**

1. Jennings Property Lease
2. Fentanyl Awareness Parent Training: September 12, 2023
3. School Calendars





## LCAP GOAL 1

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### **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. Enrollment Update**

*Lois Yount, Superintendent*



Galt Joint Union Elementary School District

# Enrollment Update

## Total Enrollment

Beginning 2023-24		Ending 2022-23	Ending 2021-22
9/14/23	8/17/23	3361	3320
3393	3410		

## Enrollment by School

	2023-24		2022-23	2021-22
	9/14/23	8/17/23		
<b>Fairsite</b> (Transitional Kinder)	107	125	94 <small>(does not include SPED)</small>	
<b>Greer</b>	529	539	508	495
<b>Lake Canyon</b>	465	470	511	536
<b>Marengo Ranch</b>	471	467	446	503
<b>River Oaks</b>	521	517	534	545
<b>Valley Oaks</b>	511	515	508	508
<b>McCaffrey</b>	780	777	781	725



## LCAP GOAL 2

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

### 1. Facilities Master Planning

*Lois Yount, Superintendent*

Architectural firm 19six is performing site visits this month to determine facility needs. They are also in the process of reviewing and evaluating the District's existing plans and projects completed to date. The completed Master Plan should be presented to the Board by April 2024.

The District is in the process of establishing a Steering Committee that would meet 3-4 times between October and April. This Committee will be responsible for reviewing and giving feedback on the Master Plan and facility long-term goals for the District. The District would like a Board member, 2-3 principals, 2-3 teachers and maintenance staff to participate in this Committee.



## **OTHER REPORTS**

### **1. Jennings Property Lease**

*Lois Yount, Superintendent*

District and City staff met on August 23rd to continue planning for a potential City lease of the District's Jennings property at 320 W Elm Avenue.

Summary of topics discussed:

- The City would prefer a lease term of at least 25 years
- A lease would include a cancellation clause if the City did not develop the land in the time specified
- Payment to the District for the property- District's goal is to recover attorney fees associated to developing this lease
- Insurance costs and liability need to be researched for both parties
- City would develop two softball fields, parking lot and bathrooms
- Potential City funding sources- Measure Q, Developer Fees and Financing Options

Next Steps:

District's legal counsel will have draft agreements for the City and District to review by the end of October.

### **2. Fentanyl Awareness Parent Training: September 12, 2023**

*Lois Yount, Superintendent*

### **3. School Calendars**

*Principals*



**FUTURE FOCUSED:**

# **FENTANYL AWARENESS**

**COMMUNITY INFORMATION MEETING**

**TUESDAY, SEPTEMBER 12<sup>TH</sup> 6PM-7:30PM**

**McCaffrey Middle School  
997 Park Terrace Dr., Galt, CA 95632**

**Over 150 people die every day from fentanyl poisoning. 99% of the most common street pills tested are fake, 99% of those pills contained fentanyl. Fentanyl is up to 50 times stronger than heroin and up to 100 times stronger than morphine. Rainbow fentanyl is rapidly spreading amongst teenagers in the Sacramento region.**

### **GUEST SPEAKERS**

District Attorney's Office  
Crime Lab  
Bereaved Family Member  
**MODERATOR**  
Arrive Alive California Inc.

### **Signs of Fentanyl Poisoning**

- Slow or no breathing
- Difficulty staying awake
- Blue lips or nails
- Choking/snoring sounds
- Dizziness and confusion
- Can't be woken up

**Hosted by the Galt Teen Center ~ For more information, please contact Annette Kunze at [galtteencenter@gmail.com](mailto:galtteencenter@gmail.com)**



**[1PillCanKillSac.com](http://1PillCanKillSac.com)**



2023

# OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6 FIRE DRILL 2ND CUP OF COFFEE	7
8	9	10	11 FS PAC	12 PROFESSIONAL DEVELOPMENT	13 PROFESSIONAL DEVELOPMENT	14
15	16 CONFERENCE WEEK	17	18	19	20 FALL CARNIVAL & BOOK FAIR	21
22	23 BOOK FAIR	24	25	26	27	28
29	30 SPIRIT WEEK	31				

FAIRSITE  
ELEMENTARY AND  
EARLY LEARNING  
CENTER

902 CAROLINE ST.  
GALT, CA 95632  
(209) 745-2506










LAURA MARQUEZ  
PRINCIPAL

# Vernon E. Greer Elementary



## October 2023

Notes	Monday	Tuesday	Wednesday	Thursday	Friday
	<b>2</b>  GE Pacing Log, 2023 Kinder SIPPS Begins K-6 DRA Window Open 4th and New Learner Gallup Strengths Open  Strengths Defined .pptx <a href="#">Strengths Resources</a>	<b>3</b> 3:15-4:15 Take Away Tuesday  Picture Day -BFLC	<b>4</b> 1:00-2:00 Piano Club 3:00-4:00 ELD Updates Teacher Greer Learning Event	<b>5</b> 8:15 Drum Perks - 3 Sessions  1:00-4:30 Admin Meeting  KONA ICE 3:00 GPE Meeting	<b>6</b> <a href="#">MAP Window Closed</a>
	<b>9</b> 3:00-4:00 LEADERSHIP	<b>10</b> 1:00 Mary Reed Meeting 3:00 SEL Team Meeting	<b>11</b> 1:00-2:00 Piano Club Aug, Sept, Oct Staff Bdays Potluck 3:00 Holly Baby Shower	<b>12</b> Professional Development Includes Classified 3:30 DAC Meeting 5:00 DELAC Meeting	<b>13</b> Professional Development IA/BIA Recess Day
	<b>16</b>  BELL SCHEDULE 12:30 Di... Family Conferences Academic Progress Day 12:30 1-6 Dismissal 2:30 K Dismissal 4:00 GEL Closed	<b>17</b>  BELL SCHEDULE 12:30 Di... Family Conferences Academic Progress Day 12:30 1-6 Dismissal 2:30 K Dismissal 4:00 GEL Closed	<b>18</b> 1:00-2:00 Piano Club  BELL SCHEDULE 12:30 Di... Family Conferences Academic Progress Day 12:30 1-6 Dismissal 2:30 K Dismissal 4:00 GEL Closed  7:00 Board Meeting	<b>19</b>  BELL SCHEDULE 12:30 Di... Family Conferences Academic Progress Day 12:30 1-6 Dismissal 2:30 K Dismissal 4:00 GEL Closed  GEFA Meeting	<b>20</b>  BELL SCHEDULE 12:30 Di... Family Conferences Academic Progress Day 12:30 1-6 Dismissal 2:30 K Dismissal 4:00 GEL Closed <a href="#">Gallup Strengths Closed</a>  Classroom Circles First 8 Weeks Due
	<b>23</b> 8:00-9:00 <a href="#">YS Training</a>  <a href="#">Translations for Growth &amp; Achievement Open</a>	<b>24</b> 4th & 5th ATMs 8:00-11:00 Fifth Grade 11:40-2:40 Fourth Grade	<b>25</b> 1:00-2:00 Piano Club 6th ATM 8:00-11:00 Sixth Grade 11:40-1:00 Planning  Hearing Screening K, 2, 5, SpEd  3:00 Special Education ATM  <a href="#">LS Referrals DUE</a>	<b>26</b> 2:00 Evacuation Drill  Lights on After School 4:30-6:00	<b>27</b> SARB Meeting 1:00-4:00 Fall Festival

# Lake Canyon Board Calendar October 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Menu Tuesday 3:00	4	5 Fire Drill 8:10 House Meeting 1:55	6  Kinder Dismissal 1:00	7
MAP Testing (Grades 1 - 8)						
8	9 ELAC Meeting 8:05 - BFLC	10  Picture Day Makeups	11 Academic Conferences 4th-6th  Vision Screening	12  <b>NO SCHOOL</b>	13  <b>NO SCHOOL</b>	14
15	16	17	18 GJUESD Board Meeting 7:00 PM	19	20 3rd Grade to LRHS 	21
Parent Conference Week - 12:30 PM Dismissal						
22	23	24 Hearing Screening	25 Leadership Committee 2:40 - Conference Rm	26 House Meeting 1:55	27  LC Haunted House Kinder Dismissal 1:00	28
29	30	31 				




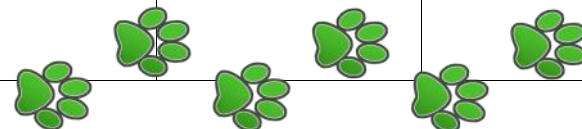


# October 2023

## McCaffrey Middle School



Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Club Live - Library During Lunches	3	4 AVID Fall Visit 9am	5 Kona Ice - Lunch Time Volleyball Games	6	7
8	9 Club Live - Library During Lunches	10 - 13 Washington DC Trip - Oct 8 - 13			12 No School - Professional Development Day	14
15	16 Club Live - Library During Lunches	17 iSmart Parent Presentation 6pm Multi and Library	18 Unity Day Wear Orange	19 Fall Concert 6pm	20	21
15 - 21 Parent/Teacher Conference Week - Minimum Days						
22	23 Club Live - Library During Lunches	24 Environmental Club to CRP 3:15 - 4:15	25 Academic Conferences	26	27	28
29	30 Club Live - Library During Lunches	31 Hearing Testing Science		Fall MAP Testing Window - September 18 – October 6		





# October 2023

## Board Calendar– What’s happening this month at Marengo Ranch?

### Important District Dates/Reminders

2 DRA Window opens

4 Color Day

5 Admin Meeting



10 Negotiations

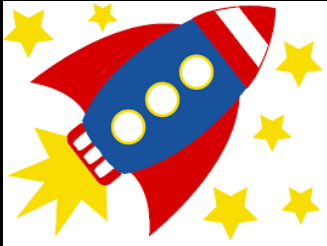
12-13 PD Days  
No School

16-20 Parent Teacher conference week


30 Youth Basketball Begins

CLYSL using facility M-TH

SUN	MON	TUE	WED	THU	FRI	SAT
1	2 ELD meeting 2:50	3 MTSS	4	5 <b>Jog-A-Thon</b> 	6 Kinder 1pm dismissal	7
COLLEGE DAY						
8	9 Academic Conference	10	11 Fall picture retakes	12	13 NO SCHOOL	14
15	16	17	18	19	20 3rd Grade goes to LRHS	21
<b>Book Fair</b>						
		17 Emergency Drill	COLLEGE DAY		20 Kinder goes to Fog Willow 1pm dismissal	
11	23 SSC Meeting	24 Leadership Meeting	25 Trunk or Treat	26 KONA ICE	27 Morning Sing	28
<b>Red Ribbon Week</b>						
			COLLEGE DAY		26 Hearing Screening	27 Kinder 1pm dismissal
29	30 6th Grade goes to Sly Park	31				



# River Oaks Elementary October 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
<i>Coins For Classrooms</i>						
8	9	10	11	12 No School Professional Development	13 No School Professional Development	14
15	16	17 Principal Lunch Bunch	18 Board Meeting 7:00 pm	19 GEFA/CSEA	20 3rd to Liberty Ranch  4:00-7:00 pm	21
<i>1st-6th Parent Conferences 12:30 Dismissal</i>						
22	23	24 PTA Meeting 3pm	25	26	27 Friday Sing 8:15 <b>Wear RED DAY!</b> Kinder to McFarland	28
<b>Red Ribbon Week 10/23-10/27</b>						
29	30	31 Orange & Black Day				



# Valley Oaks Elementary School

## October 2023

**David Nelson**

Principal

**Leah Wheeler**

Assistant Principal



### Valley Oaks Elementary School

21 C Street

Galt, CA 95632

Phone: (209) 745-1564

Fax: (209) 744-4565

### District Office

1018 C Street, Suite 210

Galt, CA 95632

Phone: (209) 744-4545

Fax: (209) 744-4553

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2 •SSC Meeting @ 2:45pm	3	4 •50% 1st Tri. AR Celebration	5 •PTO Mtg. @ 2:45pm	6 •Kinder Dismissed @1:00pm
9	10 •VO Family Science Night @ 6:00pm	11	12 No School—PD Day 1	13 No School—PD Day 2
16	17	18	19	20
Parent Conferences		Minimum Days		Dismissal @ 12:30pm
		•Board Mtg. @ 7:00pm	•KONA ICE @ 12:30	
23	24	25 •Fall Picture MAKE-UPS	26	27 •Friday Sing @ 8:15 •Kinder Dismissed @1:00pm •VO Fall Carnival @4:00pm
30	31			



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.412</b> Board Consideration of Approval of Consent Calendar
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

<ul style="list-style-type: none"> <li>a. Approval of the Agenda</li> <li>b. Minutes             <ul style="list-style-type: none"> <li>▪ August 16, 2023 Regular Board Meeting</li> </ul> </li> <li>c. Payment of Warrants             <ul style="list-style-type: none"> <li>▪ Vendor Warrants: 24431669-24431732; 24433571-24433649; 24434741-24434820; 24436107-24436152; 24437009-24437083</li> <li>▪ Payroll Warrants: 8/11/23, 8/31/23, 9/8/23</li> </ul> </li> <li>d. Personnel             <ul style="list-style-type: none"> <li>▪ Resignations/Retirements</li> <li>▪ Leave of Absence Requests</li> <li>▪ New Hires/Reclassifications</li> </ul> </li> <li>e. Donations</li> <li>f. Out-of-State Conference Attendance: Erin McCook Mundy</li> <li>g. 2023-24 School Fundraisers</li> <li>h. 2023-24 After School Education and Safety (ASES) Program Memorandum of Understanding (MOU) Between GJUESD and the City of Galt</li> <li>i. Bid for Site Work for Three Portable Classrooms at Lake Canyon Elementary</li> <li>j. 2023-24 Master Contracts for Nonpublic Schools and Agencies             <ul style="list-style-type: none"> <li>▪ Sierra School “Specialized Education of California”</li> <li>▪ Sierra San Joaquin “Specialized Education of California”</li> <li>▪ Sunbelt Staffing</li> </ul> </li> </ul>	
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# Galt Joint Union Elementary School District Board of Education Minutes

**Regular Board Meeting  
August 16, 2023**

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

**Zoom Webinar ID:  
83482997464**

## **Board Members**

Wesley Cagle  
Traci Skinner- absent  
Casey Raboy  
Annette Kunze  
Katherine Harper

Lois Yount  
Claudia Del Toro-Anguiano  
Kuljeet Nijjar  
Alejandra Garibay

## **Administrators**

Laura Marquez  
Judi Hayes  
Jennifer Porter  
Tina Homdus  
David Nelson  
Carlos Castillo  
Stephanie Simonich

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

Present for closed session: Wesley Cagle, Casey Raboy, Annette Kunze, Katherine Harper, Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar and Alejandra Garibay

### **B. Wesley Cagle called the Closed Session to order at 6:00 p.m.** to discuss the following items—item 4. Public Employee Appointment was moved to the top of the closed session items. Adjourn to closed session.

1. STUDENT MATTER, Education Code §35146, 48918(c)
  - Expulsion Re-admit Case No. 21/22-04
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code, §54956.8  
Property: 320 W Elm Avenue [APN 148-0140-057-0000]  
Agency Negotiator(s): P. Addison Covert, Parker & Covert LLP Attorney At Law  
Negotiating Parties: Galt Joint Union Elementary School District and the City of Galt  
Under Negotiation: Purchase, sale, exchange, or lease of real property
3. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees
4. PUBLIC EMPLOYEE APPOINTMENT, Pursuant to Government Code, §54957, subd. (b)(1)  
Title: Chief Business Officer

Alejandra Garibay exited the closed session at 6:10 p.m.

C. **Closed Session adjourned at 6:58 p.m.** Wesley Cagle announced no action was taken in closed session.

D. Lois Yount, Superintendent, shared the **Board Meeting Protocol**.

E. **Public Comments**

There were no public comments.

F. **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. **New School Year and Enrollment Updates**

Lois Yount reported that teachers returned on August 14, 2023 and attended a welcome-back presentation at McCaffrey Middle School. This year's theme is "Attend Today, Achieve Tomorrow." She indicated Kuljeet Nijjar, Educational Services Director, is leading efforts to improve attendance and credited her with this year's theme.

Ms. Yount shared the 2023-24 District goals and focus areas. They include:

- Student Academic Growth
- MAP Reading and Math – 5% growth
- District Reading Assessments – 10% growth
- Continuous Improvement cycles and collaboration
- CalSCHLS Surveys – increase engagement, relationships and safety
- Improve & Maintain Facilities
- New Math Framework Professional Development
- Implementing SOME Building Thinking Classrooms Strategies

Ms. Yount shared a video on Vertical Workspaces and Collaboration. She indicated that the District is focusing on increasing student collaboration. One way to do that is by getting students on their feet and working together on whiteboards or other spaces. The video shows students learning on their feet. Vertical learning is a framework for high-quality group work. It showcases student thinking for everyone to see.

Ms. Yount said approximately 30 teachers went to a week-long training at the Sacramento County Office of Education (SCOE) called Building Thinking Classrooms this summer to learn about vertical learning.

Ms. Yount shared Leadership Teamwork & Collaboration Members, including the Board of Education, Cabinet Members, School Administrators, Supervisors & Coordinators, Union Leadership, Math Pilot Teachers, Teachers on Special Assignments (TOSAs), Building Thinking Classrooms Teachers and Teacher Mentors.

At the end of the slides, Ms. Yount said she introduced Mark Schumacher, Guest Speaker. Mr. Schumacher is an educator, speaker and stand-up comedian. She indicated she wanted to bring a message to teachers that they would enjoy, laugh, put them in good spirits, and reignite their passion for teaching. She said she had some positive feedback from teachers. She shared one email. The email sender said, "What a nice meeting to start the year off. The start of the school year is normally very stressful. It was nice to have someone that has been in teacher's shoes and

put a comedy spin on it. It was not only a good time, but he taught us and made us remember why we all went into teaching. The email sender described her checking for understanding related to what she learned from the speaker.

Ms. Yount provided an enrollment update. She said the District has 3,421 students enrolled, an increase of 60 students. She indicated that another update will be brought to the September Board meeting.

Ms. Yount shared information from the CAST meeting as it relates to the start of the new school year. She indicated they discussed the possible addition of a School Resource Officer (SRO) shared with the Galt High School District (GHSD). The GJUESD SRO is Matt Walters. His office is located at McCaffrey Middle School. However, he will spend significant time at the elementary school sites this year.

Ms. Yount said that she and Lisa Pettis, GHSD Superintendent, attended the Galt Saturday Market to share information on their respective school districts.

Ms. Yount said Lorenzo Hines, Galt City Manager, shared information at the CAST meeting regarding the Cannabis Public Forum sessions. He said the community survey related to Cannabis sales slightly favors a commercial cannabis business. He offered to provide a city update report to both school Boards at an upcoming Board meeting. He also shared that Measure Q has allowed the city to increase park and recreation staff.

The Board requested a report from the city manager at a future Board meeting.

## 2. 2023 Summer Programs

Kuljeet Nijjar, Educational Services Director, reported on the 2023 summer programs. She indicated the District offered Extended School Year (ESY), summer school, migrant program, and Expanded Learning Summer Program (GEL). She highlighted staff members' efforts this summer and acknowledged Gina Fuentes, ESY Coordinator, Leah Wheeler, Summer School Coordinator, Lori Jones, Expanded Learning Coordinator, Teachers, classified staff, and District nurse.

Ms. Nijjar shared attendance rates and academic growth percentages that students made on pre and post-tests. She said the technology department staff provided hotspots to migrant education students so they could participate in a hybrid program and acknowledged their efforts.

Lori Jones, Expanded Learning Coordinator, reported on the Expanded Learning program. She indicated that they served students at every school site except Valley Oaks Elementary due to construction. The average daily attendance was 82%. Students participated in a variety of activities that included:

- Creative writing
- Team building
- WOW on Wheels
- LEGO and magnetic block building
- Walking Field trip
- Circle time with "question of the day"
- Gardening



3. Spring 2023 Smarter Balanced Assessment Consortium (SBAC) and California Assessment of Student Performance and Progress (CAASPP)

Claudia Del Toro-Anguiano, Curriculum Director, reported. She reflected on the SBAC administration over the past six years. She indicated a similarity in results pre and post-pandemic. She said she encourages the administrative team and teachers to look at data through the lens of status and growth. For status, how many students met or exceeded the standard and for growth, what gains were made by student cohorts.

Ms. Del Toro-Anguiano said administrators are given data for the entire District by cohort groups and Professional Learning Communities (PLCs) to see if the instructional practices they had in place made a difference. The goal is to ensure everyone is holding data talks and that everyone is reflecting on the data. Data talks and reflections included the following:

1. Identify trends
2. Instructional implications
3. Non-negotiables
4. Correlation to MAP
5. Support needed

Also, what was the impact to children identified as chronically absent? Ms. Del Toro-Anguiano shared a sample of the reflection questions. She said the District has Teachers On Special Assignment (TOSAs), mentors for all interns and mentors for teachers in the induction program. The goal is to use some of the data sets during academic conference to set direction and goals and new targets for PLCs.

Annette Kunze, Board Member, said it is helpful to see the sense of urgency that was presented to help students succeed and thanked Ms. Del Toro-Anguiano.

#### OTHER REPORTS

1. Budget 45-Day Revision

Lois Yount reported on the items that have changed in the budget since it was adopted in June. She indicated an increase in employee salaries and benefits and a decrease in the Arts, Music, and Instructional Materials Discretionary Block Grant (AMISDBG) and Learning Recover Emergency Block Grant (LRDBG). Ms. Yount added that this would not affect a math adoption due to Board committed funds for an adoption.

2. Williams Uniform Complaint Process (UCP) Quarter 4 Report

Lois Yount reported no complaints.

3. State Facility Funding

Lois Yount reported the District had received \$10,783,546 in State funds for Modernization. It has enabled the District to expand its bond program from \$19.7 million to \$30.5 million, an increase of over 30%. She stated that the District had done a really good job getting as much money from the state facility program as possible.

4. School Calendars

School principals highlighted events from their August and September 2023 calendars.

Wesley Cagle, Board President, stated it had been determined that an agenda item needs to be added to the agenda for immediate action. The need to act came to the Board's attention after the agenda was posted.

Katherine Harper made a motion to approve adding agenda item 232.412 to the agenda. Board consideration to move the September 20, 2023 Board meeting from Galt City Hall Chamber to Vernon E. Greer Elementary School due to the city beginning its Galt University meeting series at the chamber, seconded by Casey Raboy. A vote of 4 ayes carried the motion.

G. Routine Matters/New Business

232.401 Consent Calendar

Wesley Cagle pulled item f. Contractor Bid for Base Foundation for Three Portable Classrooms at Lake Canyon Elementary School for the Consent Calendar for later consideration.

Katherine Harper made a motion to approve the Consent Calendar [minus item f. Contractor Bid for Base Foundation for Three Portable Classrooms at Lake Canyon Elementary School] seconded by Annette Kunze. A vote of 4 ayes carried the motion.

a. Approval of the Agenda

Consent Calendar

b. Minutes

- June 20, 2023 Special Board Meeting
- June 21, 2023 Regular Board Meeting

c. Payment of Warrants

- Vendor Warrants: 24428709-24428769; 24427909-24427926; 24427394-24427420; 23426952-23426987; 23423170-23423263; 23424609-23424661; 23425602-23425642; 24431193-24431212
- Payroll Warrants: 6/16/23; 6/30/23; 7/10/23; 7/31/23; 8/10/23

d. Personnel

Resignations/Retirees			
Name	Position	Effective Date	Site
Arredondo, Rosa	Food & Nutrition Assistant 1	6/1/23	Vernon E. Greer
Duenas, Gabriela	Bilingual Instructional Assistant, Expanded Learning	6/26/23	Lake Canyon
Milligan, Emily	Instructional Assistant, Special Education	7/26/23	Lake Canyon

Norris, Yvette	Instructional Assistant, Special Education	8/1/23	Marengo Ranch
Porras, Diana	Expanded Learning Instructional Assistant	7/25/23	Valley Oaks
Sandoval, Maria	Bilingual Community Outreach Assistant	8/2/23	Fairsite Preschool
Tackett, Andrea	Expanded Learning Site Coordinator	8/4/23	Lake Canyon
Walker, Katherine	Expanded Learning Instructional Assistant	8/9/23	Vernon E. Greer

Leave of Absence Requests			
Name	Position	Effective Date	Site
Coupe, Amber	Teacher	8/21/23	Vernon E. Greer
Curiel, Guadalupe	Bilingual Instructional Assistant	8/22/23	River Oaks
Gomez, Mercedes	Bilingual Instructional Assistant	8/16/23	Fairsite Preschool

New Hires/Reclassifications/Status Changes		
Name	Position	Site
Anaya, Corina (Status Change)	Bilingual Community Outreach Asst - Special Programs	Fairsite Preschool
Arce, Clarita	Food & Nutrition Assistant 1	Lake Canyon
Chikwendu, Rose	School Nurse	District Office
Escalante, Josefina	Bilingual Office Assistant	River Oaks
Gutierrez, Sarai	Instructional Assistant, Special Education	Fairsite
Henriquez, Rebecca	Bilingual Instructional Assistant, Expanded Learning	Lake Canyon
Hill, Jessica	Music Teacher	Vernon E. Greer
Howard, Jolene	Food & Nutrition Assistant 2	Marengo Ranch
Keoveunxay, Lavonne	Licensed Vocational Nurse	District Office
Lopez De Vera, Fabiola (Status Change)	Bilingual Instructional Assistant, Expanded Learning	River Oaks
Mendoza, Francisco	Groundskeeper	Maintenance
Mock, Sofia	Yard Supervisor	River Oaks
Ocampo, Daneille (Status Change)	Bilingual Instructional Assistant	Valley Oaks
Oliveira, Bailey	Instructional Assistant, Expanded Learning	River Oaks
Ordaz, Lilianna (Status Change)	Expanded Learning Site Coordinator	Lake Canyon
Pelayo Robles, Gabriela	Instructional Assistant, Special Education	McCaffrey Middle
Ramirez Gomez, Ma Guadalupe	Custodian	Lake Canyon
Reyes, Eddie	Teacher	Valley Oaks
Ruiz, Vanessa	Instructional Assistant, Expanded Learning	Valley Oaks
Scherrer, Tianna (Status Change)	Instructional Assistant	Marengo Ranch
Siewert, Lacy	Teacher	Vernon E. Greer
Vang, Jessica	Psychologist	River Oaks
Whitford, Jordan	Special Education Teacher	Marengo Ranch

- e. Out-of-State Conference Attendance: Edupoint Synergy Connect 2023 Conference, November 2-3, 2023, Orlando, Florida, for Gina Fuentes, Teacher on Special Assignment and Kristine Baptista, Information Systems Technician
- f. Contractor Bid for Base Foundation for Three Portable Classrooms at Lake Canyon Elementary School
- g. 2023-24 Consulting Services Agreement with AR Leadership Partners, LLC
- h. Master Contracts for Nonpublic Schools and Agencies
  - 1. ATX Learning
  - 2. CCHAT
  - 3. Easter Seals
  - 4. Lodi Children's Therapy
  - 5. Point Quest Depot Park
  - 6. The Stepping Stones Group

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

**CC  
Items  
Removed**

- f. Contractor Bid for Base Foundation for Three Portable Classrooms at Lake Canyon Elementary School

Annette Kunze made a motion to approve item f. from the consent calendar, seconded by Casey Raboy. The motion was carried by a vote of 3 ayes from Casey Raboy, Annette Kunze and Katherine Harper. Wesley Cagle abstained.

**232.403** Katherine Harper made a motion to approve Student Expulsion Re-admit Case No. 21/22-04, seconded by Casey Raboy. A vote of 4 ayes carried the motion.

**Student  
Matter**

**232.404** Lois Yount provided background information for Alejandra Garibay. She indicated that Ms. Garibay was selected to serve as the next Chief Business Officer for the GJUESD.

**CBO  
Agreement**

Ms. Garibay addressed the Board. She said she is excited to join the GJUESD leadership team and work for the District.

Wesley Cagle made a motion to approve the Galt Joint Union Elementary School District Employment Agreement for Chief Business Officer Beginning September 1, 2023, and Ending September 1, 2026, seconded by Annette Kunze. A vote of 4 ayes carried the motion.

**232.405** Annette Kunze made a motion to approve Master Agreement For Architectural Services, seconded by Wesley Cagle. A vote of 4 ayes carried the motion.

**Arch Master  
Agreement**

**232.406** Katherine Harper made a motion to approve Resolution No. 1 California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) Grant Agreement for Robert L. McCaffrey Middle School, Lake Canyon Elementary,

**Res 1  
CalSHAPE**

Vernon E. Greer Elementary, River Oaks Elementary and Marengo Ranch Elementary, seconded by Casey Raboy. A vote of 4 ayes carried the motion.

- 232.407** Lois Yount provided information on the Facility Master Plan (FMP) proposal. She indicated that an updated Facility Master Plan is needed to identify current and future facility needs and items.

**FMP  
Services**

Kim Johnson, Senior Project Manager, and Mariana Alvarez Parga, Principal, 19six Architects, addressed the Board. They thanked the Board for the opportunity to work with the District.

Annette Kunze made a motion to approve 19six Architects' Proposal for Facility Master Plan Services, seconded by Katherine Harper. A vote of 4 ayes carried the motion.

- 232.408** Casey Raboy made a motion to approve the 2023-24 Consolidated Application, seconded by Wesley Cagle. A vote of 4 ayes carried the motion.

**ConApp**

- 232.409** Wesley Cagle made a motion to Increase Adult and Student School Meal Prices as follows, seconded by Casey Raboy. A vote of 4 ayes carried the motion.

**Adult School  
Lunch**

	<b>Adult Lunch</b>	<b>Adult Breakfast</b>	<b>Student Lunch</b>	<b>Student Breakfast</b>
Current Price	\$4.25	\$3.25	\$2.50	\$1.25
2023-2024 School Year	\$4.75	\$3.50	\$2.75	\$1.50
2024-2025 School Year	\$4.75	\$3.50	\$2.75	\$1.50

- 232.410** Nomination to California School Boards Association (CSBA) Directors-at-Large African American, American Indian, and County did not carry due to lack of a motion.

**CSBA Dir-At-  
Large**

- 232.411** A First Reading of the Following Board Policies (BP), Administrative Regulations (AR) and Bylaw (BB) was held:

**FIRST  
READING**

Superintendent

1. BP 1113 - District and School Websites  
AR 1113 - District and School Websites
2. BP 4140/4240/4340 - Bargaining Units
3. BB 9322 - Agenda/Meeting Materials

Curriculum

4. BP 4112.2 – Certification  
AR 4112.2 – Certification
5. BP 6174 - Education for English Learners  
AR 6174 - Education for English Learners

Educational Services

6. BP 5141.5 - Mental Health
7. BP 5148 - Child Care and Development  
AR 5148 - Child Care and Development
8. Delete: BP 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities

- 9. BP 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education  
AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Board members addressed an optional paragraph in BB 9322 - Agenda/Meeting Materials. The consensus was not to include the following optional paragraph in the final version of the bylaw.

[Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.]

- 232.412** Casey Raboy made a motion to Move the September 20, 2023 Board Meeting from the Galt City Hall Chamber to Vernon E. Greer Elementary School Due To The City Beginning Its Galt University Meeting Series at the Chamber, seconded by Annette Kunze. A vote of 4 ayes carried the motion.

**Location of  
Sept Board  
Meeting**

**H. Public Comments**

**I. Pending Agenda Items**

Wesley Cagle thanked the District staff for all their hard work getting ready for the new school year.

Annette Kunze highlighted the upcoming fentanyl presentation “Arrive Alive” at McCaffrey Middle School on September 12, 2023 at 6:00 p.m. She encouraged everyone to attend.

**J. Adjournment 8:38 p.m.**

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*Casey Raboy, Clerk*

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*Date*



# CONSENT CALENDAR

## Human Resources

Recommend approval of the following:

<b>Resignations/Retirees</b>			
Name	Position	Effective Date	Site
Chikwendu, Rose	School Nurse	8/31/23	District Office
Escalante, Josefina	Bilingual Office Assistant	8/22/23	River Oaks
Gwinn, Kobi	Registered Behavior Technician	8/15/23	District Office
Hibbard, Debbie	Food & Nutrition Assistant 1	8/21/23	Vernon E. Greer
Mock, Sofia	Yard Supervisor	9/29/23	River Oaks
Powers, Elliot	Instructional Assistant, Special Education	8/15/23	River Oaks

<b>Leave of Absence Requests</b>			
Name	Position	Effective Date	Site
Blake, Lauren	Instructional Assistant, Special Education	9/5/23	Valley Oaks
Calhoun, Alison	Teacher	9/13/23	River Oaks
Chavez, Faviola	Instructional Assistant, Bilingual	9/18/23	Valley Oaks
Dawley, Krista	Teacher	9/1/23	River Oaks
Dena, Gerardo	Custodian	8/25/23	River Oaks
Guillen Madera, Karla	Instructional Assistant, Expanded Learning	8/23/23	Lake Canyon
Harcourt, Kevin	Skilled Maintenance Technician	8/7/23	District Office
Ibanez, Sofia	Instructional Assistant, Bilingual	9/12/23	Valley Oaks
Reuthinger, Heidi	Instructional Assistant	9/19/23	Lake Canyon
Singh, Nisha	Yard Supervisor	9/11/23	Lake Canon

<b>New Hires/Reclassifications/Status Changes</b>		
Name	Position	Site
Alvarado, Jonathan	Classified Substitute	N/A
Cardoza, Fatima-Itzel (Status Change)	Bilingual Instructional Assistant, Expanded Learning	Valley Oaks
Durham, Jana	Classified Substitute	N/A
Forbes, Jamie (Status Change)	Food & Nutrition Assistant 1	Marengo Ranch
Freeman, LaDonna	Food & Nutrition Assistant 1	Valley Oaks
Garcia, Annette	Bilingual Community Outreach Assistant	McCaffrey Middle
Garibay, Alejandra	Chief Business Official	District Office
Granados, Diana (Status Change)	Bilingual Community Outreach Assistant	TBD
Lopez, Elizabeth	Instructional Assistant, Expanded Learning	Lake Canyon
Miranda, Amanda	Instructional Assistant, Expanded Learning	River Oaks

Human Resources  
Page 2

Orozco, Anica	Instructional Assistant, Special Education	Marengo Ranch
Ramirez, Lucerito	Instructional Assistant	Marengo Ranch
Reeve, James	Instructional Assistant	River Oaks
Rios de Yopez, Griselda	Classified Substitute	N/A
Salamy, Justine	Instructional Assistant, Special Education	Fairsite Preschool
Sandoval Torres, Maria	Food & Nutrition Assistant 1	Lake Canyon
Torres, Alexandria	Instructional Assistant, Special Education	Fairsite Preschool
Villalobos Hinojosa, Valeria	Instructional Assistant, Expanded Learning	Vernon E. Greer
Villanueva, Marinda	Instructional Assistant, Special Education	Fairsite Preschool





## CONSENT CALENDAR

Donations

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### e. Donations

#### Lake Canyon

- Kiwanis and the Galt Lions Club donated a Lowe's gift card for \$800.00 and a garden shed valued at \$1,059.00 for the Special Education Learning Garden

#### McCaffrey

- McCaffrey ASB purchased a HP Color Printer valued at \$728.69 and donated it to ASB student organization



## CONSENT CALENDAR

### Out-of-State Conference Attendance

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#### **f. Out-of-State Conference Attendance**

National Association of School Psychologists: Annual Conference

NASP Annual conference will provide participants sessions on the latest research regarding mental health, family supports, academic interventions, assessment and behavioral strategies. Information will be shared with staff and MTSS teams through on site trainings.

Attendee: Erin Mundy-McCook

Conference Dates: February 14- 17, 2024

Location: New Orleans, Louisiana

Approximate Cost: \$1134.50

Funding Source: Half through LEA Collaborative and half through personal teacher contribution

**g. CONSENT CALENDAR: 2023-2024 SCHOOL FUNDRAISERS**

	August	September	October	November	December	January	February	March	April	May	June
<b>Fairsite Elementary</b>											
<b>Lake Canyon Elementary</b>		Muffins in the Morning Sales and Student Silent Art Auction for school-wide use				Family Bingo Night for school-wide use					Color Run for school-wide use
<b>Marengo Ranch Elementary</b>	Kona Ice Sales for school-wide use	Kona Ice Sales for school-wide use	Jog-A-Thon for school-wide use	Cookie Dough Sales for school-wide use				Read-A-Thon for school-wide use			
<b>River Oaks Elementary</b>	Kona Ice Sales for school-wide use  PTA Coins for Classroom	PTA Color Run for school-wide use  Kona Ice Sales for school-wide use	Fall Festival	Kona Ice Sales for school-wide use	PTA Holiday Store (no profit)  Kona Ice Sales for school-wide use						
<b>Valley Oaks Elementary</b>		Kona Ice Sales for school-wide use	Kona Ice Sales for school-wide use  Fall Carnival for school-wide use  Popcornopolis / Ro-Sham-Bo Catalog Sales for school-wide use	Kona Ice Sales for school-wide use  Popcornopolis/ Ro-Sham-Bo Catalog Sales for school-wide use  See's Candy Sales for Sly Park 6 <sup>th</sup> grade	Kona Ice Sales for school-wide use	Kona Ice Sales for school-wide use  Nature's Vision for Sly Park 6 <sup>th</sup> grade	Kona Ice Sales for school-wide use  Nature's Vision for Sly Park 6 <sup>th</sup> grade  See's Candy for Sly Park 6 <sup>th</sup> grade	Kona Ice Sales for school-wide use  Pancake Breakfast for Sly Park 6 <sup>th</sup> grade	Kona Ice Sales for school-wide use	Kona Ice Sales for school-wide use	
<b>Greer Elementary</b>		Kona Ice Sales for school-wide use	Kona Ice Sales for school-wide use  Color Run for school-wide use	Kona Ice Sales for school-wide use	Kona Ice Sales for school-wide use						

**g. CONSENT CALENDAR: 2023-2024 SCHOOL FUNDRAISERS**

	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<b>McCaffrey Middle</b>	99Pledges Fundraising Platform for school-wide use	Mo Mo Gift Wrapping and Popcorn Sales for school-wide use  Kona Ice Sales for school-wide use  Spirit Wear Web Store through Printing King for school-wide use	Kona Ice Sales for school-wide use  Spirit Wear Web Store through Printing King for school-wide use  99Pledges Fundraising Platform for school-wide use	Kona Ice Sales for school-wide use  Spirit Wear Web Store through Printing King for school-wide use	Kona Ice Sales for school-wide use  Spirit Wear Web Store through Printing King for school-wide use	Spirit Wear Web Store through Printing King for school-wide use	Spirit Wear Web Store through Printing King for school-wide use	Spirit Wear Web Store through Printing King for school-wide use	Spirit Wear Web Store through Printing King for school-wide use	Spirit Wear Web Store through Printing King for school-wide use	



## CONSENT CALENDAR

### ASES MOU

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- h. **2023-24 After School Education and Safety (ASES) Program Memorandum of Understanding (MOU) Between GJUESD and the City of Galt**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Galt Joint Union Elementary School District and**  
**the City of Galt**  
**for the 2023-24 School Year**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Galt Joint Union School District ("DISTRICT") and the City of Galt, a California municipal corporation ("CITY") for the purpose of developing and operating an after school program funded in part by the State After School Education and Safety ("ASES") Grant at the following locations:

**Greer Elementary School - 248 West A Street, Galt, CA**  
**Valley Oaks Elementary School - 21 C Street, Galt, CA**  
**Robert L. McCaffrey Middle School - 997 Park Terrace Drive, Galt, CA**

- 1) This MOU shall only take effect upon the DISTRICT's receipt of the ASES Grant and manifests the DISTRICT's and CITY's intent to enter into a partnership to provide an after-school recreation and enrichment program pursuant to the guidelines of the ASES Grant ("PROGRAM").
  - a. The DISTRICT and the CITY believe there is a need for high quality, affordable after school programs and agree to work in partnership to operate such a PROGRAM for the 2023-24 school year, beginning August 17, 2023 and ending June 7, 2024.
  - b. The DISTRICT will serve as the fiscal agent for the State awarded ASES grant funding pursuant to Education Code section 8482.3.
  - c. The DISTRICT will operate and maintain the PROGRAM.

The CITY will be responsible for managing CITY employees performing work for the PROGRAM in accordance with the budget attached hereto and incorporated herein as Exhibit A for a total amount of **\$135,576.68** for the 2023-2024 school year, beginning August 17, 2023 and ending June 7, 2024.

- 2) This MOU represents the responsibilities of the DISTRICT and CITY with regard to the PROGRAM. All requirements of the ASES grant will be met in accordance with and pursuant to Education Code Sections 8482-8484.6 including but not limited to the following:
  - a. The DISTRICT will provide space for the PROGRAM to operate every day that school is in session beginning immediately following the end of the school day until at approximately 6:00 p.m. AND for at approximately 19 hours per week. The hours are as follows:

2:00-5:30 M, T, TH, F and 12:30-5:30 W = 18.5 hours per week

- b. The DISTRICT will provide a multi-purpose room, classroom or meeting space at each school site, along with custodial services for the PROGRAM space.
- c. The DISTRICT will provide an Academic Coordinator at each PROGRAM site to help implement and monitor the educational and literacy elements of the ASES grant. The Academic Director coordinates, manages, and supervises the after-school program, ensuring site-based and school district alignment with afterschool academic and enrichment activities.
- d. The DISTRICT will be responsible to prepare the statewide evaluation of program quality report, which is a requirement of the ASES grant, with assistance from CITY employees as needed, pursuant to Education Code section 8484.
- e. The DISTRICT will organize the integration of the PROGRAM with the regular school day program including community service learning and other youth development strategies.
- f. The DISTRICT will insure that the PROGRAM contains a balance of components including the ASES PROGRAM elements of educational literacy and educational enrichment.
- g. The DISTRICT will maintain at least a 75% daily PROGRAM attendance rate of the following numbers:
  - Greer Elementary School - 84 Students
  - Valley Oaks Elementary School- 84 Students
  - Robert L. McCaffrey Middle School - 82 Students
- h. The DISTRICT and the CITY will work together to provide pertinent information to parents about the PROGRAM including registration materials, creation of a parent handbook and other PROGRAM related communications.
- i. The CITY will handle payroll for CITY employees, provide liability insurance and maintain workers compensation certifications for its employees working in the PROGRAM as required by law for the period of August 17, 2023 and ending June 7, 2024.
- J. The CITY will maintain a PROGRAM expenditure report of CITY expenses for each quarter, which includes any information available to CITY that will assist DISTRICT in completing its required Quarterly Expenditure Report, that the MOU is in effect and shall forward a copy of the expenditure report to the DISTRICT by the 15<sup>th</sup> of the month following the end of each quarter (September, December, March and June).
- k. The DISTRICT shall reimburse the CITY for the CITY'S expenses incurred in administering the PROGRAM in quarterly payments of which shall be made on or





- 5) No waiver of any provision of this MOU shall be deemed a waiver of any other or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. This MOU may only be amended by the written consent of both parties.
- 6) To the furthest extent allowed by law, CITY shall indemnify, hold harmless and defend DISTRICT from any and all loss, liability, costs and damages, including but not limited to personal injury and property damage, and from any and all claims, demands and action in law or equity that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CITY, its employees or volunteers in the operation of the PROGRAM as provided herein.
- 7) To the furthest extent allowed by law, DISTRICT shall indemnify, hold harmless and defend CITY from any and all loss, liability, costs and damages, including but not limited to personal injury and property damage, and from any and all claims, demands and action in law or equity that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of DISTRICT, its employees or volunteer in the operation of the PROGRAM as provided herein.
- 8) This MOU, together with Exhibit A attached hereto, constitutes the entire agreement between the DISTRICT and the CITY with regard to the PROGRAM and supersedes all prior agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof and no party shall be bound by any representations, statements, promises or understandings not specifically set forth in this MOU.
- 9) In the event that any of the provisions, or portions thereof, of this MOU are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
- 10) All notices provided regarding this MOU shall be in writing and delivered in person or deposited in the United States mail, postage prepaid and addressed as follows:

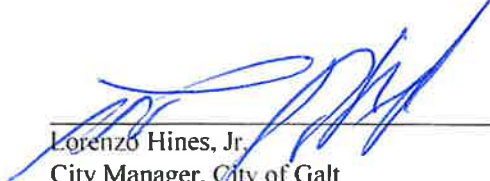
DISTRICT: Galt Joint Union Elementary School District  
1018 C Street, Suite 210  
Galt, CA 95632  
Attn: Superintendent


CITY: City of Galt  
380 Civic Drive  
Galt, CA 95632  
Attn: City Manager

- 11) This MOU shall be in effect from August 17, 2023 to June 7, 2024 and may be extended upon a written agreement between DISTRICT and CITY.

Signatures of Authorized Representatives:

  
\_\_\_\_\_  
District Superintendent  
Galt Joint Union School District

  
\_\_\_\_\_  
Lorenzo Hines, Jr.  
City Manager, City of Galt

  
\_\_\_\_\_  
Tina Hubert  
City Clerk, City of Galt

  
\_\_\_\_\_  
Frank Splendorino, Interim Attorney  
City of Galt

**EXHIBIT A**

**City of Galt Budget: August 17, 2023 – June 7, 2024**

20:1 Recreation Worker II	\$88,969.83
Statutory Benefits (Social Security, Medicare, etc.)	\$25,091.37
<b>Total Salary/Benefits</b>	<b>\$114,061.20</b>

**City Costs**

Central Services (18.11%)	\$20,656.48
Fingerprinting	\$320.00
CPR/FA Training \$49 x 11 (staff & subs)	\$539.00
<b>Total City Costs</b>	<b>\$21,515.48</b>

<b>Total ASES Costs</b>	<b>\$135,576.68</b>
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## **CONSENT CALENDAR**

Lake Canyon Elementary Portable Classrooms

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**i. Bid for site work for three portable classrooms at Lake Canyon Elementary**

Estimated Cost: \$198,498

Funding Source: Expanded Learning Funds



## NOTICE TO CONTRACTORS ~ INFORMAL BID

Notice is hereby given by Galt Joint Union Elementary School District (“District”) that it will receive up to, but no later than the Due Date and Time stated below, sealed Bids for the **Site Work for Three Portable Classrooms – Lake Canyon Elementary**.

DISTRICT has elected to become subject to the alternative bidding procedures set forth in the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”), Public Contract Code section 22000 et seq., with respect to public projects, as specified in Public Contract Code sections 22002(c)-(d) and 22003. This Project is subject to CUPCCAA’s informal bidding procedures per Public Contract Code section 22032(b). Accordingly, notice is being given in accordance with the provisions of Public Contract Code section 22037. Further, the contract will be awarded and/or the bids rejected in accordance with CUPCCAA.

### **Project Description**

Three portable classrooms and related ramps have been placed on base rock. Scope of work includes the site improvements to complete the installation in and around the classrooms. Improvements include grading, storm drain, concrete walks, paving, curb ramps, and the extension of water, and sewer to points of connections at each portable. Electrical includes the addition of a transformer and extending power to each portable. Low voltage work: data, fire alarm, and intrusion alarm, shall be extended to each portable and the interiors. The school district will provide landscaping. To assist with construction, work may include rolling back the existing chain link fence fabric and reinstallation.

### **Bid Due Date and Time**

**4:00 pm on Tuesday, September 5, 2023** at Galt Joint Union Elementary School District, 1018 C Street Suite 210, Galt, CA 95632

### **Bid Documents and Drawings Available**

On the District’s website, Facilities and Planning page: <https://www.galt.k12.ca.us/Our-District/Facilities-and-Planning/Informal-Bids/index.html>

### **For Construction Documents Contact**

Galt Joint Union Elementary School District Business Department

1018 C St., Suite 210, Galt, CA 95632

Contact: Alicia Valdovinos, email ([avaldivinos@galt.k12.ca.us](mailto:avaldivinos@galt.k12.ca.us)) or (209) 744-4545 ext. 345

### **Submittal of Bid**

All Bids shall be submitted on forms furnished by the District. Bids must conform with, and be responsive to, the Bid requirements, which may be obtained from the District as set forth above. Only Bids submitted to the District prior to the date and time set forth above shall be considered.

### **Qualification of Contractors**

In order to submit a Bid, contractors must possess a current and active **A or B** General Contractor license and be CUPCCAA registered with the District by **August 31, 2023**.

### **Rejection of Bids**

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

### **DVBE Participation Goal**

The District has established a Disabled Veteran Business Enterprise (DVBE) Participation Goal of 3%. All contractors will be required to submit DVBE Worksheets that confirm outreach efforts to meet this goal.

### **CUPCCAA Bid Advertisement Dates**

CUPCCAA Qualified Contractor List for Category of Work Notification: **Wednesday, March 1, 2023**

Trade Journal Notification: Construction Bidboard (Ebidboard), Dodge Data & Analytics, Sacramento Regional Builders’ Exchange, Builders’ Exchange of San Joaquin

Notification date: **Wednesday, March 1, 2023**

### **Mandatory Pre-Bid Walk**

**Thursday, August 31, 2023 at 9:30 am**, 800 Lake Canyon Avenue, Galt, CA 95632

**END OF NOTICE TO CONTRACTORS**

## Galt Joint Union Elementary School District Site Work for 3 Portables – Lake Canyon

### BID RESULTS

BID OPENING – Tuesday, September 5, 2023 at 4:15 P.M.

VENDOR	BID PACKAGE RECEIVED	PRESENT AT PRE-BID JOB WALK	AMOUNT OF BID(S)	Required Documentation:				
				BID FORM	BID BOND	DESIGNATION OF SUBCONTRACTORS	NON-COLLUSION DECLARATION	SIGNED DOCUMENT RE: WORKERS COMPENSATION
Frontline General Engineering Construction, Inx.	X	X	\$451,539.00	X	X	X	X	X
<b>Blevins Construction</b>	<b>X</b>	<b>X</b>	<b>\$198,498.00</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

Present at Bid Opening:  
Lois Yount, Superintendent  
Alicia Valdovinos, Administrative Assistant/CBO & HR

**BID FORM**

TO: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT":

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

**Project: Site Work for Three Portable Classrooms – Lake Canyon Elementary**

**Located at: 800 Lake Canyon Ave, Galt 95632**

all in strict conformity with the complete contract as defined in the Agreement, prepared therefore and now on file at the office of: Galt Joint Union Elementary School District, 1018 C Street, Ste 210 Galt, CA. 95632 for the sum of:

Total Bid before Allowances:	\$ <u>198,498.00</u>
Allowance:	\$ _____
Total Base Bid (including Allowance(s)):	\$ <u>198,498.00</u>

Total:

One hundred ninety-eight thousand, four hundred ninety-eight DOLLARS

Base bid to include all Work indicated in drawings and narratives.



## CONSENT CALENDAR

### Non Public Schools/Agencies Contracts

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- j. 2023-24 Master Contracts for Non-Public Schools and Agencies providing services to students whose needs cannot be met in the district's programs. Master Contracts No. 1 through 6 were adopted at the August 16, 2023 board meeting.
  - 7. Sierra School "Specialized Education of California"
  - 8. Sierra San Joaquin "Specialized Education of California"
  - 9. Sunbelt Staffing





## Galt Joint Union Elementary School District

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1018 C Street, Suite 210, Galt, CA 95632

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

### Nonpublic, Non-Sectarian School/Agency Services

### MASTER CONTRACT

#7

Sierra School "Specialized Education of California"

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

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

***2023-2024***

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Contract Year 2023-2024

- Nonpublic School ("NPS")
- Nonpublic Agency ("NPA")

**Type of Contract:**

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

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

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.  
Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract***

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2023-2024

CONTRACT NUMBER: 7

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGANCY/RELATED SERVICES PROVIDER: Sierra School "Specialized Education of California"

**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, 2023, between GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT hereinafter referred to as the local educational agency ("LEA") or "District" and Lodi Children's Therapy (nonpublic, nonsectarian school or agency), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California 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 of California 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 the State of California, 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 of California, 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 Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract 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 Procedures (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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 also 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 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. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, 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 LEA.

**6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

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

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 the State of California 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).

Exhibit B includes the ISA form.

## 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. 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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 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 of California 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 of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California 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 a 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 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 Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California 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 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 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 or ISA, either party shall give no less than 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 or ISA 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. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

**15. INSURANCE**

CONTRACTOR shall, at CONTRACTOR's 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 policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA 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 two million dollars (\$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 Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) 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 Contract, 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 Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

**F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract 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 LEA, 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 LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 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.

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

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

**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 thereof, 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).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

## 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 venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that 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 LEA 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 NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A 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.

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 NPS/A) 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 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 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 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 by LEA.

**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.

**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 special education and/or related services (including transition services) to each LEA student 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, 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 9 through 12 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 or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent 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.

CONTRACTORS 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 an instructional program.

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

**23. INSTRUCTIONAL MINUTES**

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

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 its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined 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 by LEA and CONTRACTOR, 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 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, Juneteenth and Independence Day. With the prior written 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 Section 62 of this Contract.

## **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 CDE 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 sections 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 Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, 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. 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 federal law and its 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 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).) The 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 upon LEA request.

Pursuant to 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 a 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.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 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.

All restraint practices must be reviewed and revised 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 Parent 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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

**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 timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

**31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California 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 LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and 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, 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 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 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the 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 and shall be submitted to the LEA and LEA student’s Parent quarterly.

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 and electronically (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 when applicable. 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. When requested, 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 providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 LEA 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. A copy of the current IEP shall be provided to the LEA.

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, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, 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. Sec. 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 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

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 NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain 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"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

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, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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 CONTRACTOR. 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).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of 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.

CONTRACTOR'S 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 CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 for LEA 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, 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 Blood-Borne 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.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

**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 of California 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 49422 et seq. when CONTRACTOR serves a LEA student who 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 storing medications in a secure location and 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 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 LEA'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's Legal Compliance Department ("Legal Compliance") of the report. 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 as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. 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 of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

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

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 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 or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. 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: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

**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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students’ public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

**59. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL (NPS) 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 (NPS) STUDENT ABSENCE

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

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

- a. To the extent a student with an excused absence is supported by a 1:1 Aide, LEA shall compensate CONTRACTOR for the daily rate for the 1:1 Aide for each day of excused absence.

NONPUBLIC AGENCY (NPA) 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 (NPA) STUDENT ABSENCE

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

**61. NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

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 remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if 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 during an emergency for the reasons set forth in Education Code section 41422, on 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 days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in 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 students. CONTRACTOR shall ensure its 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.
- e. In the event of CONTRACTOR'S closure during an emergency, 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.

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

**61. INSPECTION AND AUDIT**

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

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

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

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

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

**62. RATE SCHEDULE**

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

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

When CONTRACTOR is a NPS associated with a RTC (“NPS/RTC”), Educationally Related Mental Health Services (“ERMHS”) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB (“ERMHS + Room and Board”). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

**63. DEBARMENT CERTIFICATION**

By signing this Contract, CONTRACTOR certifies that:

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

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

Specialized Education of California, Inc.

Nonpublic School/Agency

DocuSigned by:  
 By: Grace Losada 8/16/2023  
 Signature Date  
 Grace Losada SVP West  
 Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

Territory Vice President  
 Name and Title  
 Specialized Education of California, Inc.  
 Nonpublic School/Agency/Related Service Provider  
 P.O. Box 444  
 Address  
 Elmsford NY 10523  
 City State Zip  
 Phone Fax  
 contracts @fullbloom.org  
 Email\* (\*Required)

**LEA**

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

By: \_\_\_\_\_  
 Signature Date  
 By: Kuljeet Nijjar, Director of Educational Services  
 Name and Title of Authorized Representative

**Notices to LEA shall be addressed to:**

Kuljeet Nijjar, Director of Educational Services  
 Name and Title  
 Galt Joint Union Elementary School District  
 LEA  
 1018 C Street, Suite 210  
 Address  
 Galt California 95632  
 City State Zip  
 209-744-4545 x303 209-744-4554  
 Phone Fax  
 knijjar@galt.k12.ca.us  
 Email

**Additional LEA Notification**

(Required if Completed)

Stephanie Gutierrez, Program Specialist  
 Name and Title  
 Galt Joint Union Elementary School District  
 LEA  
 1018 C Street, Suite 210  
 Address  
 Galt California 95632  
 City State  
 209-744-4545 x.309 Zip 209-744-4554  
 Phone Fax  
 sgutierrez@galt.k12.ca.us  
 Email



**EXHIBIT A: 2023-2024 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:

See Attached Rate Sheet

1) Daily Basic Education Rate:

2) Inclusive Education Program

( Include 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: \$238.00

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>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

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		
Other 1:1		



SIERRA SCHOOL OF SACRAMENTO RELATED SERVICES	RATES
Academic Model Rate - Mild/Moderate (SAI)	\$218.00/DAILY
B.E.S.T Model Rate - Moderate/Severe (SAI)	\$238.00/DAILY
Blended Rate - Mild/Mod & Mod/Severe (SAI)	N/A
Behavior Intervention - Design or Planning (BID)	\$115.00/HOUR
Behavior Intervention - Implementation (BII)	\$115.00/HOUR
Behavior Intervention Services (BIS)	\$115.00/HOUR
Counseling and Guidance Services - Individual (IC)	\$104.00/HOUR
Counseling and Guidance Services - Group (IG)	INCLUDED
Language and Speech Development and Remediation (LSD)	\$148.00/HOUR
Occupational Therapy (OT)	\$148.00/HOUR
Physical Therapy (PT)	\$148.00/HOUR
Adapted Physical Education (APE)	N/A
Parent Counseling and Training (PCT)	\$104.00/HOUR
Specially Designed Vocational Education and Career Development (VCED)	INCLUDED
Intensive Individual Services (1:1 Aide)	\$31.00/HOUR
Transportation Within Sacramento County (0-20 Miles)	\$54.11/RT

**EXHIBIT B: 2023-2024 ISA**

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

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

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

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

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

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

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

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

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

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

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

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

4. Other Provisions/Attachments:

\_\_\_\_\_

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

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

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

-CONTRACTOR-

-LEA/SELPA-

Specialized Education of California, Inc.

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

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

DocuSigned by:

*Grace Losada*

62308429C82B48C...

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

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

Grace Losada, Senior Vice President

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

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



## Galt Joint Union Elementary School District

---

1018 C Street, Suite 210, Galt, CA 95632

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

# Nonpublic, Non-Sectarian School/Agency Services

## MASTER CONTRACT

#8

Sierra San Joaquin "Specialized Education of  
California"

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

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

***2023-2024***



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Contract Year 2023-2024

- Nonpublic School ("NPS")
- Nonpublic Agency ("NPA")

**Type of Contract:**

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

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

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.  
Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract***

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2023-2024

CONTRACT NUMBER: 8

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Specialized Education of California for the Sierra School of San Joaquin

**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, 2023, between GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT hereinafter referred to as the local educational agency ("LEA") or "District" and Specialized Education of California for the Sierra School of San Joaquin (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 the State of California 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 of California 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 the State of California, 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 of California, 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 Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract 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 Procedures (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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 also 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 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. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, 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 LEA.

**6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)**

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

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 the State of California 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).

Exhibit B includes the ISA form.

## 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. 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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 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 of California 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 of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California 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 a 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 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 Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California 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 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 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 or ISA, either party shall give no less than 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 or ISA 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. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

**15. INSURANCE**

CONTRACTOR shall, at CONTRACTOR's 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 policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA 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 two million dollars (\$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 Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) 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 Contract, 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 Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

**F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract 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 LEA, 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 LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 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.

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

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

**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 thereof, 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).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Contract.

## **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 venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that 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 LEA 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 NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A 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.

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 NPS/A) 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 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 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 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 by LEA.

## **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.

## **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 special education and/or related services (including transition services) to each LEA student 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, 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 9 through 12 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 or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent 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.

CONTRACTORS 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 an instructional program.

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

**23. INSTRUCTIONAL MINUTES**

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

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 its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined 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 by LEA and CONTRACTOR, 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 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, Juneteenth and Independence Day. With the prior written 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 Section 62 of this Contract.

## **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 CDE 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 sections 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 Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, 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. 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 federal law and its 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 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).) The 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 upon LEA request.

Pursuant to 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 a 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.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child’s learning or that of others, the IEP 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 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.

All restraint practices must be reviewed and revised 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 Parent 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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

**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 timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

**31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California 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 LEA. Written discipline reports shall include, but not be limited to: the student’s name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and 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, 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 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 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the 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 and shall be submitted to the LEA and LEA student's Parent quarterly.

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 and electronically (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 when applicable. 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. When requested, 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 providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 LEA 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. A copy of the current IEP shall be provided to the LEA.

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, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, 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. Sec. 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 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

**43. MONITORING**

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

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 NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain 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"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

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, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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 CONTRACTOR. 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).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of 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.

CONTRACTOR'S 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 CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 for LEA 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, 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 Blood-Borne 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.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

### **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 of California 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 49422 et seq. when CONTRACTOR serves a LEA student who 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 storing medications in a secure location and 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 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 LEA’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's Legal Compliance Department (“Legal Compliance”) of the report. 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 as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. 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 of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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



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

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

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

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 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 or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. 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: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

**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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students’ public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

**59. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL (NPS) 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 (NPS) STUDENT ABSENCE

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

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.

a ) To the extent a student with an excused absence is supported by a 1:1 Aide, LEA shall compensate CONTRACTOR for the daily rate for the 1:1 Aide for each day of excused absence.

NONPUBLIC AGENCY (NPA) 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 (NPA) STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if 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 during an emergency for the reasons set forth in Education Code section 41422, on 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 days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in 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 students. CONTRACTOR shall ensure its 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.
- e. In the event of CONTRACTOR'S closure during an emergency, 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.

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

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

When CONTRACTOR is a NPS associated with a RTC (“NPS/RTC”), Educationally Related Mental Health Services (“ERMHS”) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB (“ERMHS + Room and Board”). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

**63. DEBARMENT CERTIFICATION**

By signing this Contract, CONTRACTOR certifies that:

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

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**Special Education of California, Inc.**

**LEA**

Sierra School of San Joaquin

Galt Joint Union Elementary School District

By: DocuSigned by:  
Dawn Thomas 9/1/2023  
B1E207663666479...  
Signature Date

By: \_\_\_\_\_  
Signature Date

Name and Title of Authorized Representative  
Dawn Thomas, President

By: \_\_\_\_\_  
Kuljeet Nijjar, Director of Educational Services  
Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Rebecca Belmont, School Director

Kuljeet Nijjar, Director of Educational Services

Specialized Education of California, Inc. operating the Sierra School of San Joaquin

Name and Title

Galt Joint Union Elementary School District

P.O. Box 444

LEA

1018 C Street, Suite 210

Elmsford NY 10523

Address

Galt California 95632  
City State Zip

Phone Fax

209-744-4545 x.303 209-744-4554

Phone Fax

Email\* (\*Required)

knijjar@galt.k12.ca.us

Email

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

Stephanie Gutierrez, Program Specialist

Name and Title

Galt Joint Union Elementary School

LEA

1018 C Street, Suite 210

Address

Galt California 95632

City State

209-744-4545 x.339 Zip 209-744-4554

Phone Fax

sgutierrez@galt.k12.ca.us

Email

**EXHIBIT A: 2023-2024 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: \$260.00 ACI Daily/  
\$293.00 BEST
- 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>	\$32.00	Per Hour
<u>Language and Speech (415)</u>	\$144.00	Per Hour
<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>	\$144.00	Per Hour
<u>Physical Therapy (460)</u>	\$144.00	Per Hour
<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>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		

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	\$57.00	Per Day
Other		



**EXHIBIT B: 2023-2024 ISA**

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

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

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

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

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

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

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

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

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
  - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

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

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

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

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

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

4. Other Provisions/Attachments:

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

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

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

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

-CONTRACTOR-

-LEA/SELPA-

Specialized Education of California, inc.

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

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

DocuSigned by:

*Dawn Thomas*

81E2876C38CC473...  
(Signature)

(Date)

(Signature)

(Date)

Dawn Thomas, President

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

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





# Galt Joint Union Elementary School District

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

## Nonpublic, Non-Sectarian School/Agency Services

### MASTER CONTRACT

### #9

### Sunbelt Staffing

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

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

***2023-2024***

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Contract Year 2023-2024

<input type="checkbox"/>	Nonpublic School ("NPS")
<input checked="" type="checkbox"/>	Nonpublic Agency ("NPA")

**Type of Contract:**

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

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

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.  
Expiration Date: \_\_\_\_\_

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract*

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LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGANCY/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, 2023, 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 AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California 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 of California 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 the State of California, 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 of California, 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 Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract 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 Procedures (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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 also 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 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. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, 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 LEA.

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

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

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 the State of California 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).

Exhibit B includes the ISA form.

## 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. 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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 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 of California 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 of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California 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 a 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 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 Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California 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 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 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 or ISA, either party shall give no less than 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 or ISA 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. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

## 15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's 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 policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA 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 two million dollars (\$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 Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) 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 Contract, 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 Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

**F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract 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 LEA, 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 LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 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.

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

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

## 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 thereof, 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).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

**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 venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that 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 LEA 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 NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A 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.

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 NPS/A) 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 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 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 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 by LEA.

## **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.

## **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 special education and/or related services (including transition services) to each LEA student 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, 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 9 through 12 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 or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent 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.

CONTRACTORS 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 an instructional program.

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

### **23. INSTRUCTIONAL MINUTES**

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

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 its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined 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 by LEA and CONTRACTOR, 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 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, Juneteenth and Independence Day. With the prior written 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 Section 62 of this Contract.

**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 CDE 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 sections 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 Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, 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. 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 federal law and its 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 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).) The 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 upon LEA request.

Pursuant to 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 a 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.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 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.

All restraint practices must be reviewed and revised 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 Parent 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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

**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 timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California 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 LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and 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, 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 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 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the 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 and shall be submitted to the LEA and LEA student's Parent quarterly.

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 and electronically (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 when applicable. 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. When requested, 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 providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 LEA 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. A copy of the current IEP shall be provided to the LEA.

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, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, 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. Sec. 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 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

**43. MONITORING**

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

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 NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain 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"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and



subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

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 ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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 CONTRACTOR. 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).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of 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.

CONTRACTOR'S 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 CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 for LEA 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, 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 Blood-Borne 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.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

### **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 of California 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 49422 et seq. when CONTRACTOR serves a LEA student who 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 storing medications in a secure location and 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 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 LEA'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's Legal Compliance Department ("Legal Compliance") of the report. 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 as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. 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 of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

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

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 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 or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. 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: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL (NPS) 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 (NPS) STUDENT ABSENCE

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

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 (NPA) 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 (NPA) STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if 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 during an emergency for the reasons set forth in Education Code section 41422, on 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 days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in 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 students. CONTRACTOR shall ensure its 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.
- e. In the event of CONTRACTOR'S closure during an emergency, 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.

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

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

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

### **63. DEBARMENT CERTIFICATION**

By signing this Contract, CONTRACTOR certifies that:

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

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**Sunbelt Staffing, LLC**

*Paige Bhuiyan*

**Paige Bhuiyan**  
Division Director  
August 23, 2023 14:29 UTC  
IP: 38.140.226.242

LEA

Galt Joint Union Elementary School District

By: \_\_\_\_\_  
Signature Date

By: Kuljeet Nijjar, Director of Educational Services  
Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

Paige Bhuiyan, Division Director  
Name and Title

Sunbelt Staffing  
Nonpublic School/Agency/Related Service Provider

501 Brooker Creek Blvd, Suite a 400  
Address

Oldsmar, Florida 34677  
City State Zip

813-471-0152  
Phone Fax

paige.bhuiyan@sunbeltstaffing.com  
Email (\*Required)

**Notices to LEA shall be addressed to:**

Kuljeet Nijjar, Director of Educational Services  
Name and Title

Galt Joint Union Elementary School District  
LEA

1018 C Street, Suite 210  
Address

Galt, California 95632  
City State Zip

209-744-4545x 303 209-744-4554  
Phone Fax

knijjar@galt.k12.ca.us  
Email

**Additional LEA Notification**

(Required if Completed)

Stephanie Gutierrez, Program Specialist  
Name and Title

Galt Joint Union Elementary School District  
LEA

1018 C Street, Suite 210  
Address

Galt California 95632  
City State

209-744-4545 x.303 209-744-4554  
Phone Fax

ahavens@galt.k12.ca.us  
Email

**EXHIBIT A: 2023-2024 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>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

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		
Other (900)		

**EXHIBIT B: 2023-2024 ISA**

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

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

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

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

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

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

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

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

**AGREEMENT TERMS:**

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

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

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

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

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

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



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

4. Other Provisions/Attachments:

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

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

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

-CONTRACTOR-

-LEA/SELPA-

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

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

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

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

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

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

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

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



Galt Joint Union Elementary School District

## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.413</b> Consent Calendar (continued)- Items Removed For Later Consideration
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

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



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.414</b> Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education code 60119
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Public Hearing:</b> XX <b>Information Item:</b>

EC 60119 specifies that the Board of Education shall hold a public hearing and shall determine through a resolution that each pupil, including each English learner, in each school in the district has sufficient textbooks or instructional materials or both, in each subject (English/language arts, mathematics, history/social science, and science), that are consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education.

**Attachments:**

1. Notice of Public Hearing, 2023



# Galt Joint Union Elementary School District

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

September 5, 2023

**Notice of Public Hearing**  
**Pupil Textbook and Instructional Materials Incentive Act**  
**2023-2024**

Please be advised that in accordance with the requirements of Education Code 60119(c), a public hearing will be held at the regularly scheduled meeting of the Board of Education on Wednesday, September 20, at 7:00 p.m. at Vernon E Greer Elementary, 248 W. A Street, Galt, CA, to certify that the Galt Joint Union Elementary School District has sufficient textbooks or instructional materials, or both, in each subject,  
"consistent with the content and cycles of the curriculum framework adopted by the State Board".

Any comments or questions regarding this public notice can be directed to the District Superintendent, 209-744-4545.

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**Aviso de Audiencia Pública**  
**Ley de Incentivos de Libros de Texto del Alumno**  
**2023-2024**

Por favor tome en cuenta que, de acuerdo a los requisitos del Código de Educación 60119 (c), se llevará a cabo en la reunión programada regularmente de la junta de la Mesa Directiva programada el miércoles, 20 de septiembre 2023, a las 7:00 pm en la Escuela Primaria de Vernon Greer, 248 W Street, Galt, CA, para certificar que el Distrito Unificado de Escuelas Primarias de Galt tiene suficientes libros de texto o materiales de instrucción, o ambos, en cada materia, "en consonancia con el contenido y ciclos de la estructura del plan de estudios aprobado por el Consejo del Estado".

Cualquier comentario o pregunta acerca de este aviso público puede dirigirse al Superintendente del Distrito, 209-744-4545.

Posted September 5, 2023

District Office

E-mailed to School Sites for Posting (Valley Oaks, Vernon E. Greer, Lake Canyon, River Oaks, Marengo Ranch, McCaffrey, Fairsite)

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MISSION STATEMENT

The school district's mission is to promote growth and achievement through innovative educational programs that integrate personal strengths, social-emotional and academic learning for all children.

Superintendent: Lois Yount | Chief Business Official: Alejandra Garibay  
Curriculum Director: Claudia Del Toro-Anguiano | Educational Services Director: Kuljeet Nijjar  
Board of Trustees: Wesley Cagle, Traci Skinner, Casey Raboy, Annette Kunze, Katherine Harper



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.415</b> Board Consideration of Approval of Resolution No. 2; GJUESD Resolution Regarding Sufficiency of Instructional Materials 2023-2024
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>

Under EC 60119, the Board of Education shall decide through a resolution as to whether each pupil, including each English learner in each school in the district, has sufficient textbooks or instructional materials in each subject (English/language arts, mathematics, history/social science, and science) that are aligned with the academic content standards and consistent with the cycles of the curriculum framework adopted by the California State Board of Education.

The attached resolution will certify that each Galt Joint Union Elementary School District student has textbooks and instructional materials consistent with these guidelines.

**Attachments:**

1. Resolution
2. Instructional Materials Inventory Summary

**Galt Joint Union Elementary School District**  
**Resolution Regarding Sufficiency of Instructional Materials**  
**Resolution # 2**  
**2023-2024**

**WHEREAS**, the Governing Board of the Galt Joint Union Elementary School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 20, 2023 at 7:00 pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**WHEREAS**, the Governing Board of the Galt Joint Union Elementary School District provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

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

**WHEREAS**, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the District, and;

**WHEREAS**, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home, which may include materials in a digital format, and;

**WHEREAS**, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core Standards adopted pursuant to Education Code 60605.8;

**WHEREAS**, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learners in the following subjects: English/Language Arts including the English Language Development component of an adopted program, Mathematics, Science, History-social science, and;

**THEREFORE, it is resolved** that for the **2023-2024** school year, the Galt Joint Union Elementary School District has provided each student with sufficient standards-aligned textbooks or instructional materials consistent with the curriculum frameworks' cycles and content.

Adopted by the Board of Education of the Galt Joint Union Elementary School District at a Regular meeting of the Board of Education on September 20, 2023.

Vote:  
Ayes:  
Noes:  
Absent:  
Abstain:

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Wesley Cagle, President  
Galt Joint Union Elementary School District

## Instructional Summary Inventory

### GJUESD 2023 – 2024

All students, including each English learner, have been provided with textbooks and/or instructional materials in the following subjects: English/Language Arts (including the English Language Development component of the program), Mathematics, Science, and History-Social Science.

Core Discipline	English Language Arts/ English Language Development		
	Benchmark Advance	TK-6	Benchmark Education Co.
	Steps to Advance	2-6	Benchmark Education Co.
	Benchmark Adelante	TK-6	Benchmark Education Co.
	Amplify	7-8	Amplify Education Inc.
Core Discipline	Mathematics		
	Integrated Math	TK	Benchmark Education Co.
	Eureka Math	K-6	Great Minds
	My Math! California Math	K-5 6th	McGraw-Hill
	College Preparatory Math	7-8	CPM Educational Program
Core Discipline	Science		
	NGSS Learning Sequences	TK-8	GJUESD Learning Progressions Scott Foresman Benchmark Education Co.
Core Discipline	History/Social Science		
	California Vistas	TK-6	MacMillan/ McGraw Hill Benchmark Education Co.
	TCI Units	7 -8	Teacher's Curriculum Institute Glenco/McGraw-Hill



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.416</b> Board Consideration of Approval of FM3 Research (Fairbank, Maslin, Maullin, Metz & Associates) Proposal to Conduct Public Opinion Research
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

Government Financial Strategies JPA has shared with the Board and District administration the District’s potential bonding capacity and draft bond measure timeline. The District has sufficient bonding capacity to support a possible \$26 million bond measure in November 2024.

The District is recommending Board approval to partner with FM3 Research to conduct public opinion research regarding a possible November 2024 bond measure. For this project, FM3 recommends conducting a 15- to 20-minute dual-mode (telephone and online) survey among a randomized sample of likely voters within the Galt Joint Union Elementary School District and the Galt Joint Union High School District. FM3 will aim to get as many responses as possible, with the expectation they will complete 500 interviews.

Staff from GJUESD, Galt High School District and Arcohe Elementary School District have been collaborating about the possibility of a joint public opinion survey. This could potentially reduce survey costs for each participating District.

**Estimated Cost:** \$31,500-\$45,000 (Cost depends on participation of multiple Districts, survey length and travel costs for FM3 staff presentations)

**Funding Source:** General Fund

**Attachments:**

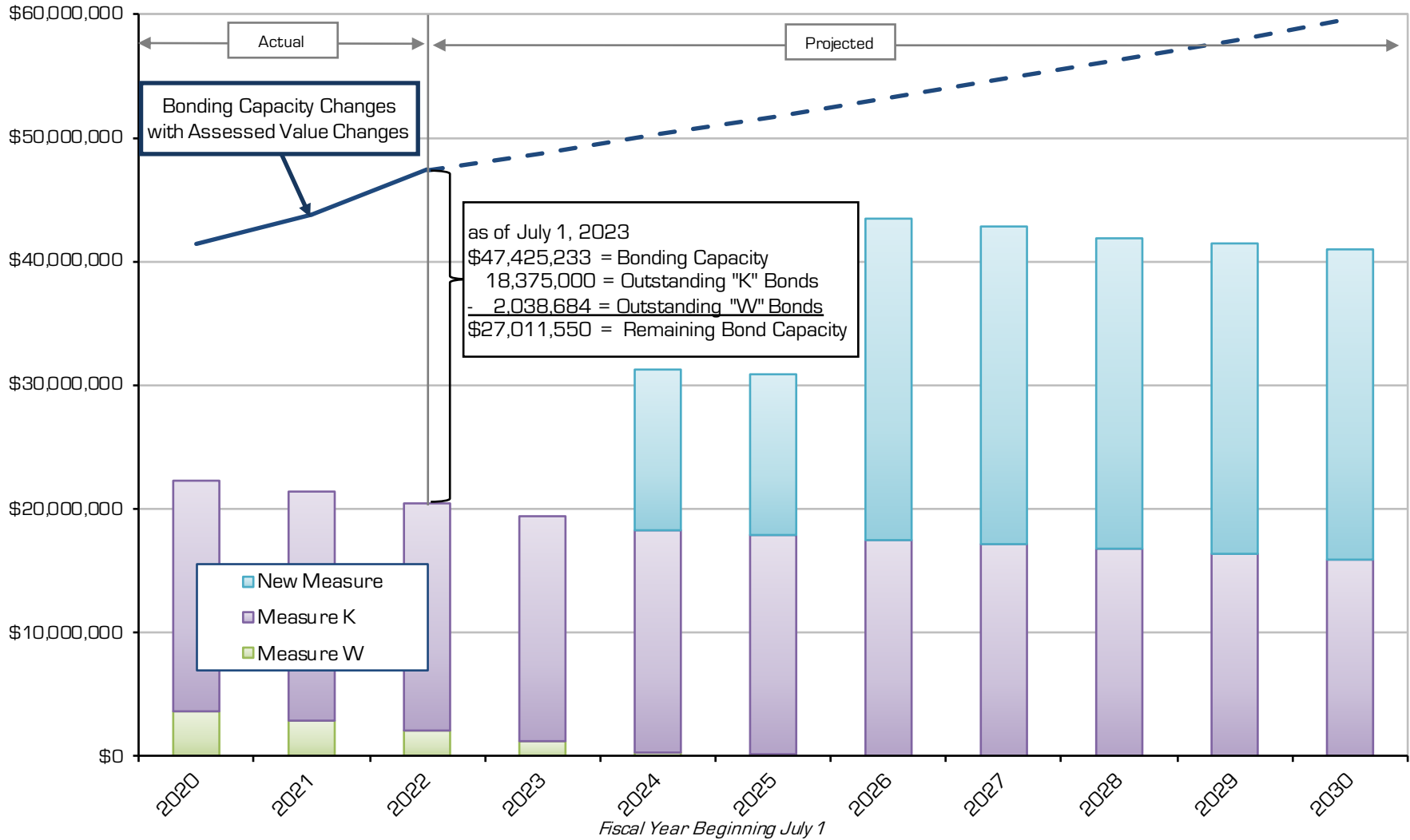
1. District’s Bonding Capacity
2. Draft Bond Measure Timeline
3. FM3 Proposal to Conduct Public Opinion Research

Board approval is recommended.



Bonding Capacity/  
Outstanding Bonds

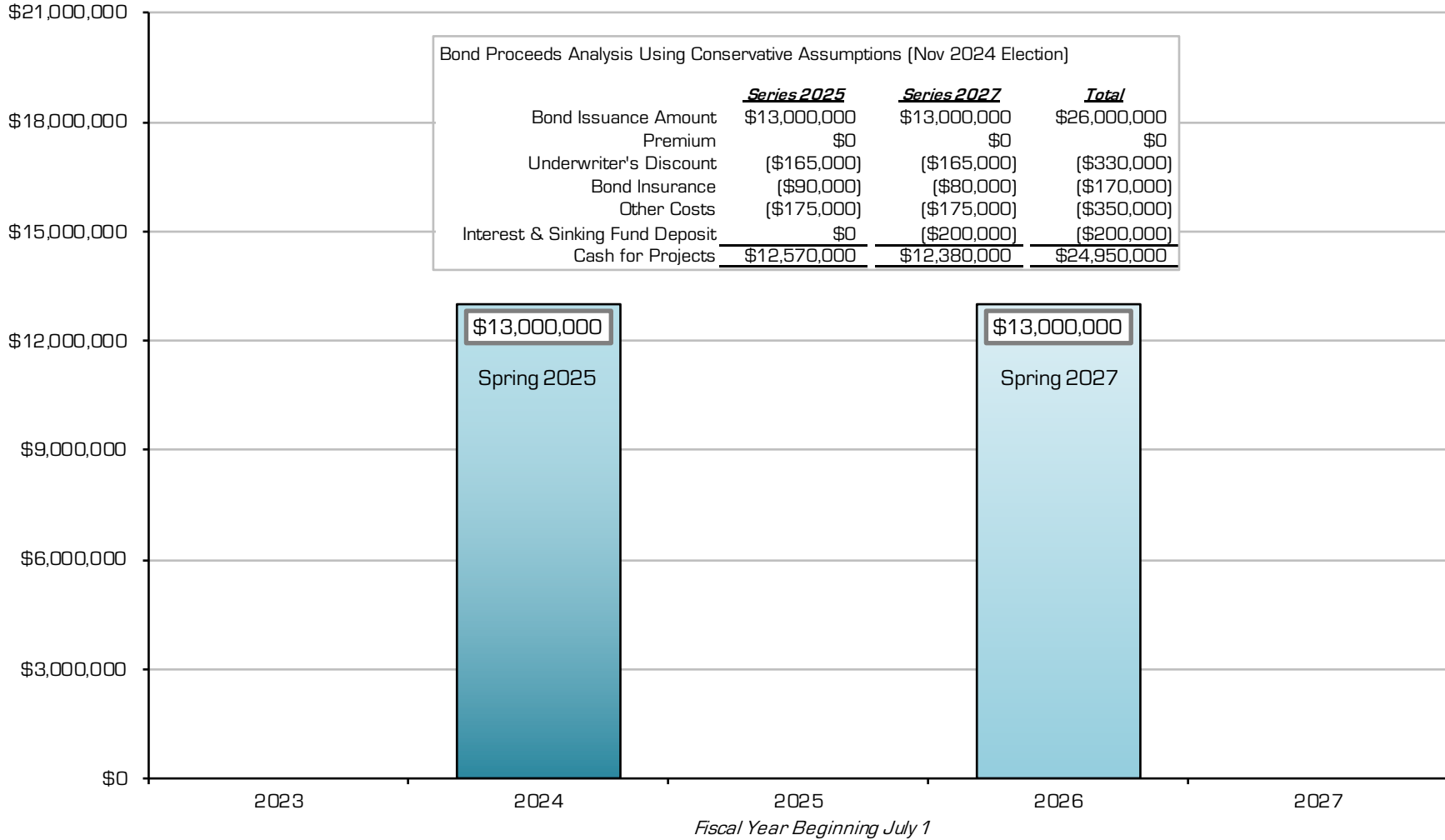
**There is Sufficient Bonding Capacity to Support a Possible \$26 Million Bond Measure**



Notes: Local secured assessed value assumed to grow at 3% annually, while all other AV types are assumed to remain unchanged. Bonding capacity is equal to 1.25% of total District assessed value and is as of August 20 when AV becomes "equalized."

G.O. Bonds

**It is Estimated \$26 Million Could Be Issued Over 3 Years, Netting Approx. \$25 Million For Projects**



Notes: Interest rates based on the "AAA" credit Municipal Market Data (MMD) scale as of July 20, 2023 adjusted for credit and volatility. Credit adjustment based on S&P "A+" rating of 2021 GO bonds. Volatility adjusted based on historical volatility at 90% or greater. Historical volatility based on Bond Buyer 20-Bond Index over estimated timeframe to issuance, beginning January 1, 1984 to May 25, 2023. Net local secured AV assumed to grow 3% annually, while all other AV types are assumed to remain unchanged. Other costs are budgeted to include financial advisor, bond counsel, credit rating agency, and other misc. upfront costs.

**Galt Joint Union Elementary School District**  
**DRAFT Bond Measure Timeline for November 5, 2024 Primary Election**



# Proposal to Conduct Public Opinion Research and Outreach on a Potential 2024 Bond Measure

*Galt Joint Union Elementary School District*



August 14, 2023

Dear Ms. Yount:

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) and TeamCivX are pleased to present this proposal to conduct public opinion research and outreach regarding a potential 2024 bond measure for the Galt Joint Union Elementary School District. We believe our team is an excellent choice to provide these research services for several reasons detailed in our proposal, including:

- **FM3 is a leading provider of accurate public opinion research for local California K-12 school and community college districts considering revenue-enhancing ballot measures.** During our 42-year history, our research has helped secure voter approval for more than \$89 billion in general obligation bond funding for California's K-12 and community college districts. In 2022 alone FM3's research contributed to the passage of bond measures for 13 school and community college districts across the state, adding up to a total of \$11.8 billion in funding to provide necessary upgrades and services.
- **The partners at TeamCivX have helped develop over 100 successful bond measures for California school districts** that have generated billions of dollars to improve public schools for millions of students. We are the go-to consultants when it comes to passing K-12 bond measures in all of California.
- **Our team has worked in Sacramento County on numerous occasions, and we are familiar with the voters there.** Most recently, in 2022 FM3's research contributed to the passage of a general-purpose sales tax measure, Measure Q, in the City of Galt. Additionally, FM3's research has contributed to successful bond measures in San Juan USD, Natomas USD, and River-Delta JUSD.
- **Currently, FM3 is working with C.A.S.H. and C.B.I.A. to conduct polling on a \$14 billion statewide K-12/community college measure for the November 2024 election.** This work provides us with a deep understanding of the work to be done not only statewide, but also in local communities hoping to gain additional funding through the passage of a bond measure.
- **We have a strong commitment to personalized, hands-on client service.** As a medium-sized research firm, FM3 provides its clients with a level of personal attention and service from our senior staff that is more often associated with much smaller organizations, while concurrently offering the wide range of services, adherence to expedited timelines, and rigorous quality control expected from larger research firms. FM3 partner Dr. Richard Bernard will be the project manager for FM3's work on this project, and he is never more than a phone call away. Similarly, TeamCivX's seasoned partners and well-trained staff have both the knowledge and the capacity to serve your needs throughout the bond process. Joy Kummer is one of TeamCivX's founding partners and will personally lead your project as TeamCivX's primary point of contact.

We appreciate the opportunity to be considered for this important project. If you have any questions about the contents of this proposal, please do not hesitate to reach out—contact information is available on page 18.

Sincerely,



**Dr. Richard Bernard, FM3 Partner**



**Joy Kummer, TeamCivX Partner**

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# 1 FIRM BACKGROUNDS AND EXPERIENCE

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## FM3 Research

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) has been conducting public policy-oriented opinion research since 1981 on issues of major economic and social concern. As a California-based company, we are a medium-sized research firm with 22 full-time employees working out of our Oakland and Los Angeles offices. The research FM3 conducts goes far beyond simply documenting the knowledge, views, and behaviors of various populations. Rather, our work produces actionable data that provides a strategic roadmap for policy makers and informs community outreach and communication efforts.



**FM3 offers a hands-on approach in which one of our partners is involved in the research every step of the way.**

Even once the research is complete, an FM3 partner is only a phone call away, happy to provide additional consultation at no additional charge.

Each of the research projects we do is led by one of our six partners, all of whom are nationally respected authorities on public opinion research. As our client, you will have direct access to not only the partner working on your project, but also several other key staff members with advanced degrees in public policy, research methods, and/or extensive experience working in state and local government.

While our firm is not so big that you will wonder whom to call with your questions, we are big enough to have our own in-house data analysis/processing team and graphic design resources. This means we can provide our clients with a level of personal attention and service from firm partners and other senior staff more often associated with much smaller organizations, while also providing rapid project turnaround and more sophisticated data analysis and presentations tailored to client needs that one might expect from larger firms.

## Experience Conducting Research on School Bond Funding

Our research has helped secure voter approval for more than \$59 billion in general obligation bond funding for K-12 school districts. The depth and diversity of FM3's experience with California's local school districts represents an added value for the Galt Joint Union Elementary School District. One such benefit is our firm's ability to provide, throughout the election cycle, an awareness of which educational messages and communications strategies prove to be effective in other California school districts.

In 2022 alone, FM3 helped raise \$11.8 billion in capital funding for 13 school and community college districts across the state. This includes work we did to help the Los Angeles Community College District pass a \$5.3 billion

bond, the largest ever passed by any community college district in the country. Additionally, we are proud to have worked on successful bond measure campaigns in the following districts in 2022: **Forestville USD, Little Lake City SD, Long Beach USD, Oakland USD, Pleasanton USD, Ravenswood CSD, Rialto USD, San Diego USD, Santa Rita USD, Selma USD, Twin Rivers USD, Wiseburn USD, Cerritos CCD, and College of the Sequoias CCD.**

In addition to testing core concepts such as bond measure viability, voters' tax tolerance, optimal election timing, and voters' sense of a District's financial needs, our bond measure research works to achieve four key objectives:

- Quantitatively test voters' sense of urgency and priority for dozens of potential projects and expenditures, and then works collaboratively with District legal counsel to draft a 75-word ballot label that meets legal requirements while emphasizing as many of your voters' top priorities as possible.
- Assess the relative efficacy of a range of non-advocacy, public education statements to identify which themes and information will resonate most with voters in the context of public outreach efforts.
- Test the impact of finance measure opponents' potential criticisms to provide the District a quantitative assessment of which opposition arguments may be most damaging to a bond measure's standing among the electorate.
- Learn which sources voters use to get information about the District, and which public figures and organizations would prove the most credible as messengers about the District's bond measure.

**Furthermore, FM3 has a thorough understanding of the unique needs and opportunities confronting elementary school districts/joint elementary and middle school districts seeking voter approval for a local revenue measure.** Since 1997, our research and strategic consulting services have given rise to 26 successful local school bond measures for elementary/joint elementary and middle school districts throughout the state, totaling more than \$1.9 billion (see **Figure 1** on the next page). For a list of all successful school bond measures FM3 has worked on in the past, please see **APPENDIX A.**

### **Statewide Education Funding Experience**

FM3's experience with public opinion research for local school funding issues has also helped secure voter approval for seven statewide school bonds that have provided more than \$34 billion in capital improvement funds for California's local schools and community colleges. We have also served as the lead research firm for the Coalition for Adequate School Housing (C.A.S.H.) for more than a decade. One particularly noteworthy project we worked on with C.A.S.H., as well as the California Building Industry Association (C.B.I.A.) and others, was the successful statewide effort to pass Proposition 51, a \$9 billion statewide K-12 and community college bond, in the November 2016 Presidential Election.

Currently, we are working with C.A.S.H. and C.B.I.A. to conduct polling on a \$14 billion statewide K-12/community college measure for the November 2024 election. Being on the ballot at the same time as a statewide measure is beneficial for local school bond measures because it is a time when the state is actively communicating with constituents about the needs of school districts and the importance of funding educational institutions.



**Figure 1: FM3's Successful Elementary/Joint Elementary and Middle School District Bond Measures**

<b>Agency</b>	<b>Measure</b>	<b>Total Authorization</b>	<b>Election</b>
Santa Rita Union School District	Measure R	\$24.9 million	November 2022
Forestville Union School District	Measure D	\$6.5 million	November 2022
Wiseburn Unified School District	Measure EE	\$98 million	November 2022
Little Lake City School District	Measure LL	\$36 million	June 2022
Ravenswood City School District	Measure I	\$110 million	June 2022
Del Mar Union School District	Proposition MM	\$186 million	November 2018
Grass Valley School District	Measure D	\$18.8 million	June 2018
Ravenswood City School District	Measure S	\$70 million	June 2018
Bakersfield City School District	Measure N	\$110 million	November 2016
Etiwanda School District	Measure I	\$137 million	November 2016
Mountain View School District	Measure SS	\$57 million	November 2016
Ontario-Montclair School District	Measure K	\$150 million	November 2016
Ravenswood City School District	Measure H	\$26 million	June 2016
Mountain View School District SFID-2	Measure W	\$171 million	April 2015
Central School District	Measure N	\$35 million	November 2014
Evergreen School District	Measure M	\$100 million	November 2014
Rosemead School District	Measure RS	\$30 million	November 2014
Merced City School District	Measure M	\$60 million	June 2014
Spreckles Union School District	Measure B	\$7 million	November 2012
Helendale School District	Measure X	\$20 million	November 2008
Victor Elementary School District	Measure E	\$150 million	November 2008
Westminster School District	Measure O	\$130 million	November 2008
Alisal Union School District	Measure A	\$90 million	November 2006
Perris Elementary School District	Measure S	\$25 million	November 2006
Chula Vista Elementary School District	Proposition JJ	\$95 million	November 1998
South Bay Union School District	Proposition B	\$8.5 million	March 1997

## Regional Experience

FM3 has extensive experience in Sacramento County, as well, meaning we are familiar with voters in the area. We have provided both countywide research and conducted surveys and focus groups in individual cities on community satisfaction, ballot measures, candidates running for office, and on local policy issues.

Our experience in the region includes a voter survey exploring cannabis issues conducted earlier this year for the **City of Galt**. Previously, we conducted two voter surveys for the City to examine the feasibility of a local revenue measure—which ultimately contributed to the passage of Measure Q, a general-purpose sales tax measure, in November 2022. We also conducted research in Galt that contributed to the passage of a dedicated public safety sales tax (which had a two-thirds approval threshold) in 2008.

Other past regional clients have included **Sacramento County**; the **Consumnes Community Services District**; school districts including the **San Juan Unified School District**, **Natomas Unified School District**, and **River-Delta Joint Unified School District**; the **Sacramento County Flood Control Agency (SAFCA)**; and the cities of **Sacramento**, **Citrus Heights**, **Folsom**, and **Rancho Cordova**.

## Experience Conducting Research Among Latino Voters

FM3 provides some of the highest quality English/Spanish bilingual research available—we conduct hundreds of surveys and dozens of focus groups in Spanish every year. Given that the population of likely November 2024 voters in the Galt Joint Union Elementary School District is 30% Latino, any research conducted among the District’s voters must be both linguistically inclusive and culturally sensitive to produce accurate results. We have long-standing relationships both with trusted translators and with call centers that employ regular, full-time multilingual interview staff who have the strongest fluency in both English and Spanish, ensuring that our materials resonate in both languages to capture the best data possible.

A partial listing of California school districts with large Latino populations where FM3’s research contributed to the passage of local school bond measures includes:

<b>Bakersfield City SD</b>	<b>El Monte UHSD</b>	<b>Los Angeles USD</b>	<b>Paramount USD</b>
<b>Caruthers USD</b>	<b>Firebaugh-Las Deltas USD</b>	<b>Los Banos USD</b>	<b>Perris ESD</b>
<b>Central UHSD</b>	<b>Fontana USD</b>	<b>Madera USD</b>	<b>Salinas UHSD</b>
<b>Coalinga-Huron JUSD</b>	<b>Fowler USD</b>	<b>Mountain View SD</b>	<b>Sanger USD</b>
<b>Compton USD</b>	<b>Fresno USD</b>	<b>Montebello USD</b>	<b>Santa Ana USD</b>
<b>Chula Vista ESD</b>	<b>Golden Plains USD</b>	<b>Norwalk-La Mirada USD</b>	<b>Sweetwater UHSD</b>
<b>Downey USD</b>	<b>Kern HSD</b>		

## Team CivX

TeamCivX is a California-based company providing hands-on election strategy and communications for public agencies. We help develop revenue measures for the ballot to meet your funding needs. Our areas of expertise include:

- Creating and implementing informational communication strategies for public agencies.
- Running privately funded political campaigns to win voter approval for taxes, bonds, and other public funding as well as affordable housing and other needed developments.
- Helping qualified candidates who reflect our values make their case to the electorate.



Throughout our work with various agencies, we have helped generate billions of dollars in revenue for quality public services, programs, facilities, and infrastructure in communities throughout California and the nation.

### Relevant Experience

The partners and consultants at TeamCivX have worked with school districts on public finance ballot measures for over 20 years. While TeamCivX is a new business venture for us, we are a team of seasoned professionals with

decades of experience helping school districts and other public agencies navigate the ballot measure process to achieve locally controlled funding. We are strategy and communications consultants with unmatched experience evaluating the feasibility of local funding measures, designing measures for the ballot that align with community priorities and implementing informational communication efforts to raise awareness of your needs and a potential ballot measure.

For a full list of past clients TeamCivX has assisted with successful ballot measure campaigns, please visit our website:

[www.teamcivx.com/#clients](http://www.teamcivx.com/#clients)

Our services dovetail seamlessly with your other advisors, including the financial advisors, legal counsel, public opinion pollster, architects and construction experts needed to develop a strong bond proposal. We are respected in our industry as good “team players” who pay attention to the nuances of every

community where we work to develop the customized strategies needed to meet our client’s needs.

We have extensive experience helping school districts and other public agencies craft effective public informational materials that don’t cross the line into advocacy. This information plan includes gathering information back from stakeholders and the community to gauge their understanding of local school needs. Our team will work closely with district officials to develop a specific communication plan.


The five partners of TeamCivX have worked on numerous bond campaigns since 2018. During that time, we have been proud to maintain a win rate of 73%, including during the March 2020 election which saw only 36% of school measures pass statewide, the lowest rate in recent memory. See **APPENDIX A** for a list of all the bond measures TeamCivX partners have worked on since 2018.

## 2 REFERENCES

### FM3 Research



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### TeamCivX



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### 3 PROPOSED APPROACH

#### 3.1 Public Opinion Polling (FM3 Research)

##### Research Specifications

For this project, FM3 recommends conducting a 15- to 20-minute dual-mode (telephone and online) survey among a randomized sample of likely voters within the Galt Joint Union Elementary School District and the Galt Joint Union High School District. Because these are modestly sized districts, with approximately 21,400 voters likely to cast a ballot in the November 2024 election in the high school district and approximately 16,300 registered voters in the elementary school district. FM3 will aim to get as many responses as possible, with the expectation that we will complete 500 interviews; 400 will be in the high school district which on the natural will provide 300 interviews in the elementary school district, as well as representative samples of other elementary school districts within the high school district’s boundaries. We will also conduct an additional 100 interviews just in the elementary school district to reach a 400 sample in that geography.

We will work to achieve a higher number than this, and if successful, the additional interviews will be at no additional charge to the District. If we are not able to reach 500 interviews, we will prorate our costs.<sup>1</sup>

The margin of error (at the 95% confidence level) for each sample of 400 is ±4.9%. This means that, in 95 out of 100 cases, the outcome on Election Day will be within ±4.9% of what our survey data suggests it will be. Because we are using a random sample that reflects the demographics of the population of voters who are likely to vote in the November 2024 election, this type of survey research simulates the election itself, and

Figure 2: Research Specs at a Glance

<b>Methodology</b>	Dual-mode survey using a combination of telephone and online interviews
<b>Respondent Contact Method</b>	Telephone calls, email invitations, and text invitations
<b>Population &amp; Sample</b>	500 likely November 2024 voters within Galt JUHSD and GJUESD  400 in Galt JUHSD with a subset of 300 in Galt JUESD  An additional 100 in Galt JUESD
<b>Margin of Sampling Error*</b>	±4.9% for each sample of 400  *At the 95% confidence level (i.e., in 95 out of 100 cases)
<b>Questionnaire</b>	15-20 minutes
	Telephone interviews will

<sup>1</sup> For context, early this year, we conducted a voter survey for the City of Galt and were able to obtain a random sample of 361 interviews. Since both school districts have a larger geographic footprint than the City, however, we believe we can obtain the proposed 400 sample in each of the Districts.

therefore will provide sufficient insight into the viability of a potential measure.

Given the size of the District's Latino population (approximately 30% of likely November 2024 voters), we recommend conducting telephone interviews in both English and Spanish. To maintain the best cost efficiency, online interviews will be conducted in English only.

To achieve the proposed sample, we recommend utilizing three different contact methods (telephone calls, emails, and text messages) to provide an array of ways for potential respondents to participate in the survey. Providing multiple forms of contact also helps us engage historically disadvantaged communities that may not have adequate broadband access and/or access to computers or smart phones. Additionally, different demographic groups often have varying communication preferences—some may be more likely to answer a phone call than open an email or text message, and vice versa.

**Finally, FM3 would be happy to provide a link to the survey the District can post online once the survey is complete so that additional community members have the opportunity to have their voices heard**, even if they were not part of our random sample. The data gathered from this portion of the survey will not be included in our statistical analysis but will provide the District with additional information it can use however it sees fit.

As an option, we also recommend conducting a 10-minute tracking survey prior to the District's deliberations as to whether to place a measure on the ballot.

### **Description of Methodology**

The research process will begin with an initial kickoff meeting between FM3 and your project team. This meeting will provide an opportunity for an extensive review of relevant background information and context, as well as a detailed discussion of your objectives for the project.

In designing a survey questionnaire for the District, FM3 will draw from its knowledge of public opinion survey methodology; our comprehensive review of the District's past survey research (including tracking past questions when appropriate); your current and future objectives and needs; and our own vast library of research on school bond measures. We will proceed through several drafts, incorporating feedback from your team before each revision, to develop a research instrument that will successfully obtain all the desired information.

Among other questions, the survey will likely test:

- Basic awareness of the Districts;
- Attitudes about its job performance and need for additional funding;
- The viability of a bond measure in each District based on a hypothetical 75-word title and summary;
- Relative support at different bond amounts/tax rates;
- The prioritization of various uses of potential bond funds;
- Informational messages that could help voters understand the value of the bond measure; and
- The vulnerability to common opposition themes.

FM3 will then construct a sample by pulling a random list of voters from the voter file. Based upon the final sample specifications, FM3 will set a target number of interviews to be completed online. We will then send out email invitations to everyone with a valid email address. Within several days of the initial invitation distribution, we will

examine the demographic and geographic characteristics of the online completes and then begin conducting telephone interviews to balance out the sample and target underrepresented subgroups. Additionally, we will send out a number of text invitations to help reach the overall target number of online completes and complement the other contact methods.

Once the survey is complete, FM3 will generate a detailed report of the survey results in a PowerPoint presentation, including demographic breakouts and summaries of key findings. These results are typically presented in draft format to the client team and then further refined based upon feedback from that group. A version of this presentation will also be developed in a format suitable for FM3 to present in a public forum.

### **Deliverables**

Upon conclusion of the survey project, the District will have received from FM3 each of the documents listed below. All documents can be provided in hard copy or electronic form (or both), depending on your preference.

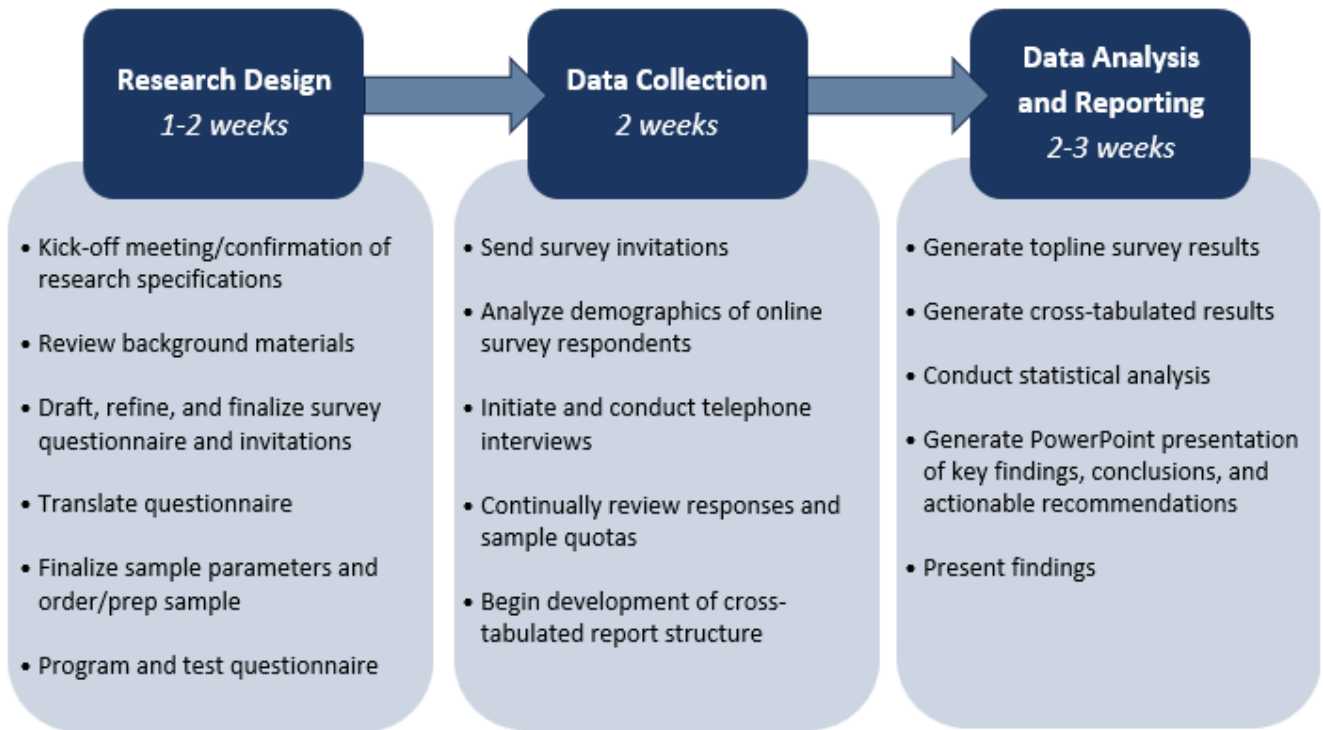
- ✓ **Final survey questionnaire**
- ✓ **PowerPoint presentation** (including key findings, results, conclusions, and actionable recommendations)
- ✓ **Presentations of results to staff, board members, or other stakeholders** (in person if desired)<sup>2</sup>

Finally, after FM3's final deliverables have been completed, we will remain available to answer follow-up questions and to present results to additional key stakeholders. We view the responses to the survey as an ongoing data resource; if needed, FM3 can conduct further analysis to provide answers to any follow-up questions that may arise.

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<sup>2</sup> If the District would like Richard or Lucia to attend an in-person meeting, any costs associated with travel will be billed at cost. Richard's travel from Los Angeles will cost approximately \$750-\$1000 per trip; Lucia's travel from Oakland will cost approximately \$100-\$150 per trip.

Figure 3: Survey Research Timeline





### 3.2 Public Outreach and Education (TeamCivX)

Our recommended approach is outlined below, listed sequentially as we work towards placing a bond measure on the ballot. We've indicated rough timing for each phase to give you a sense of how this process might unfold over the next few months. To maintain flexibility, we've included timing for both the March 2024 and November 2024 elections. Dates in blue indicate a March 2024 Primary Election timeline; dates in yellow indicate a November 2024 General Election timeline.

#### Phase 1, Feasibility Assessment: Now – September 2023

To start this process, we'll help ensure you are asking the right strategic questions:

- Does a bond proposal stand a reasonable chance of achieving the 55% passage threshold?
- What bond amount and tax rates fit within the tolerances of your community?
- What projects and facility improvements are the top priorities for your voters?
- Are there controversial projects that should be avoided?
- Does sufficient awareness of your facility needs exist or is additional informational outreach needed?
- What is the right time to go to the ballot? The next election? A future election?
- How does projected voter turnout in upcoming elections impact a bond proposal?
- What other competing measures or issues are on the horizon that could impact your measure?
- How does the economy and political environment impact your measure?

To help answer these questions, TeamCivX will conduct a thorough assessment of the local political landscape, analyze recent election results and work with FM3 to design a statistically reliable opinion survey of your local voters. With these questions answered, we will provide you with specific recommendations on how to structure a measure, when to go to the ballot and communication strategies that are needed to support your efforts. If a bond measure does not appear to be viable at the current time, we will tell you that. We are on your team and our interests are aligned.

Our specific scope for this phase of work includes:

- Developing potential strategies to meet your funding needs to be tested in polling
- Collaborating with FM3, financial advisor, bond counsel and facilities experts to design, conduct and analyze an opinion survey of voters
- Conducting a demographic analysis of voters in your district and analyze how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria
- Analyzing past election results in your district and region to understand voter turnout trends and other relevant voting patterns
- Researching other local tax proposals and issues that may be heading to an upcoming ballot that could compete with your ballot measure
- Making specific recommendations regarding the optimal election date, bond amount, tax rate, tax structure, project priorities and other important ballot measure features

If a bond measure does appear viable and we receive direction from the Board to proceed with preparing a measure for the ballot, we will proceed to the steps outlined below.

### **Phase 2, Awareness Building: September – October 2023 or September 2023 – May 2024**

Our next step is to develop and implement an informational communications plan to raise awareness of your facility and funding needs, while also introducing your proposed measure and providing opportunities for community input. While school districts and public agencies are legally prohibited from advocating for the passage of a bond, you can educate and inform your community about your needs and plans.

To build community awareness, TeamCivX will work with the District to implement an informational communications effort that will include the following components:

- Developing informational messaging and fact sheets to be distributed at school and community functions
- Providing talking points, frequently asked questions and a message training for district officials who will be interfacing with the public on this issue
- Providing content related to your funding needs and proposed measure to be added to your website, used in social media and included in email updates and newsletters
- Preparing PowerPoint presentations for public and community meetings
- Writing, designing and producing mailings and advertising to inform local residents
- Developing strategies and plans to inform internal stakeholder groups, including teachers, principals, parent leaders, employee associations and others
- Developing strategies and plans to inform external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others

We will write all copy, handle the graphic design, coordinate print and mailing, and handle any ad buys as needed. We will just need you to review content and designs and make sure the information is accurate and has the right feel for your community. We will also need to coordinate with those who manage your various social media accounts.

### **Phase 3, Measure Development: November – December 2023 or May – August 2024**

Based on the results of the feasibility assessment and community input received during the awareness building efforts, we will help you develop your measure for the ballot so that it is closely aligned with the community's priorities and sensitivities. We will work with your financial advisor, bond counsel and other experts to accomplish this work, including:

- Recommending a final bond amount, tax rate and other specifics
- Refining the final project list to reflect community priorities and to ensure projects are described in clear language the general public will understand
- Working with bond counsel to develop the 75-word ballot question
- Working with bond counsel to develop and refine all language that will appear in the ballot pamphlet mailed to all voters
- Presenting recommendations, documents and resolutions to the Board for approval
- Working with local elections officials to ensure your measure qualifies for the ballot\*

With these steps complete, your measure will be on the ballot. Since school districts cannot advocate for ballot measures, an independent campaign committee will need to be formed to run an advocacy campaign in support of the measure. TeamCivX provides campaign consulting services to independent campaign committees, but those services are not part of this proposal since the campaign must be led by an independent group.

*\*The deadline to qualify for the March 2024 ballot is December 8, 2023. The deadline to qualify for the November 2024 ballot is August 9, 2024.*

## 4 ESTIMATED COSTS

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### 4.1 Public Opinion Polling (FM3 Research)

**Figure 1** contains the total estimated costs for this research. These prices are comprehensive and include all costs for questionnaire design, sample acquisition and preparation, translation, programming, survey invitations, survey hosting, bilingual telephone interviewing, data entry and analysis, and reporting.

**Figure 4: Estimated Survey Costs**

Survey Length	500 Interviews
<b>10 minutes</b> <i>tracking survey</i>	\$31,500
<b>15 minutes</b> <i>baseline survey</i>	\$37,500
<b>20 minutes</b> <i>baseline survey</i>	\$41,500

*As previously indicated, any researcher travel associated with presenting results in person will be billed at cost.*

### 4.2 Public Outreach and Education (TeamCivX)

As is the standard in our industry, TeamCivX contracts on a monthly fee basis during the period of our engagement. **For a district the size of Galt Joint Union Elementary School District, our monthly consulting fee is \$7,000.** Standard reimbursable business expenses for travel will be billed along with fees and partial months of service will be prorated.

We also recommend a budget for printing and production of informational materials. The cost to print and mail an informational brochure to the estimated 10,000 Galt Joint Union Elementary School District parents and voters is approximately **\$10,050 per mailing**, assuming nonprofit bulk postage rates. We also often deploy informational mailers with pre-addressed reply cards to solicit voter and parent feedback—those are priced at roughly **\$11,800 per mailing**. (The exact cost varies based on the exact specifications and quantity, as well as postage.) Most school districts send two to three mailings during the bond planning process.

Finally, we often recommend supplementing direct mail communications with coordinated digital content. Digital pricing varies based on the size, scope and duration of the program and is priced separately.

## 5 STAFF BIOS

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### Dr. Richard Bernard, FM3 Partner

Dr. Richard Bernard is one of California’s foremost public opinion researchers on issues related to public agencies, their services, and the funding they need to provide those services. He provides strategic advice for a diverse set of clients including counties, cities, special districts, K-12 and community college districts, nonprofits, businesses, and labor unions.



Richard is no stranger to the City of Galt and surrounding areas—he has conducted three surveys in Galt since 2022, two of which contributed to the recent successful City sales tax measure. He has also conducted two surveys in 2021 and 2022 for the City of Elk Grove, in conjunction with the Cosumnes Community Services District. His research helped inform the successful 2022 sales tax measure which helps fund local parks and fire services in the Services District. He has also conducted research among voters in the City of Folsom and among residents in the City of Citrus Heights on recycling issues.

Richard’s research has also contributed directly to the success of local parcel tax and bond measures for many California K-12 school and community college districts, including:

<b>Anaheim UHSD</b>	<b>Los Angeles USD</b>	<b>Santa Monica-Malibu USD</b>	<b>Coast CCD</b>
<b>Arcadia USD</b>	<b>Nevada Joint UHSD</b>	<b>Tahoe-Truckee USD</b>	<b>Los Angeles CCD</b>
<b>Central UHSD</b>	<b>Norwalk-La Mirada USD</b>	<b>Citrus CCD</b>	<b>Mt. San Jacinto CCD</b>
<b>Fontana USD</b>	<b>River Delta USD</b>	<b>Wiseburn USD</b>	<b>North Orange County CCD</b>
<b>Hacienda-La Puente USD</b>	<b>San Diego USD</b>		

He is currently or has provided strategic consulting, branding and/or marketing for Riverside Unified School District, Long Beach Unified School District, and Sweetwater Union High School District.

Richard joined the firm after being on the faculty at the University of Toronto from 1999 to 2002. While at the University of Toronto, Richard taught research methods and statistics and within his research dealt frequently with issues related to cities, employment, and social and income inequality residents experienced as a result of gender, age, ethnicity/race, and citizenship. He has published in such journals as *East Asian Pacific Migration Journal*, *International Migration Review*, and the *Canadian Journal of Sociology*. Prior to joining the faculty at University of Toronto, Dr. Bernard was a Sloan Foundation post-doctoral fellow at the National Opinion Research Center (NORC) based at The University of Chicago, where he both designed and tested quantitative and qualitative research related to family, work, and educational issues.

**Education:** Richard earned a B.A. at York University, an M.A. at McGill University, and a Ph.D. at UCLA in Sociology.

**Lucia Del Puppo, FM3 Senior Vice President**

Since joining FM3 in 2015, a primary focus of Lucia’s research has been on policies supporting children and families. She has provided research on public attitudes toward investing in early childhood education and youth programs in communities throughout California and the West Coast; public opinion on food policy and nutrition issues such as sugar-sweetened beverages, food insecurity and access to benefits, and school meals; and support for anti-tobacco policies.



Lucia has conducted research informing an array of education finance measures in diverse school districts across California, including:

- Barstow USD**
- Livermore Valley Joint USD**
- Oakland USD**
- River Delta USD**
- Firebaugh Las Deltas USD**
- Lodi USD**
- Ontario-Montclair USD**
- San Juan USD**
- Grass Valley USD**
- Natomas USD**
- Ravenswood CSD**
- Tahoe Truckee USD**

She also provided research for El Paso Independent School District’s largest-ever school bond, in addition to research for successful measures in the Chabot-Las Positas Community College District and Foothill De Anza Community College District. Additionally, Lucia has conducted extensive work on public attitudes towards and messaging on early childhood education in California, public perceptions of childcare issues, voters’ willingness to publicly fund childcare, and public support for cradle-to-career programs supporting at-risk youth in Oakland.

In 2022 Lucia conducted research for California Prop 31, upholding the statewide flavored tobacco ban; she provided research for school districts across the state of California, most notably helping Oakland Unified School District pass a \$120 parcel tax, and helped communities statewide pass local revenue measures. Lucia’s research contributed to the success of local and statewide candidacies, including Congressman Kevin Mullin, San Jose Mayor Matt Mahan, and State Senator Catherine Blakespear.

Lucia’s prior experience includes providing policy research for the San Francisco Human Services Agency and the San Francisco Planning Department, as well as working as a systems and management consultant for federal agencies at Accenture.

**Education:** Lucia received a Master of Public Policy degree from the Goldman School of Public Policy at UC Berkeley and a Bachelor of Science degree in decision science from Carnegie Mellon University.

### **Joy Kummer, TeamCivX Partner**

Joy is proud to be a Founding Partner of TeamCivX and she will serve as the Strategic Lead for Galt Joint Union Elementary School District’s bond efforts. She will play the leading role in guiding the overall strategic vision and approach, designing a measure for the ballot that has the greatest likelihood of success, ensuring all communications strike the right tone and message for your community and managing the entire process from feasibility to Board action placing a measure on the ballot.



Joy brings over 25 years of political, legal and community service experience to each of her clients and causes. Over the past several years, Joy has been successful in helping public agencies in all regions of California develop local public finance measures for the ballot and achieve voter support—raising billions of dollars for counties, cities, schools, hospitals, community colleges, special districts, and other much-needed community projects.

Part of Joy’s success is in the relationships she builds with her clients, focusing on their specific needs and working together to build a communication and community plan that allows them to reach their goals. She is known for her can-do attitude, friendly smile, and willingness to listen and collaborate as a team to find the right solution.

Joy grew up in Montana, where she received her J.D. from the University of Montana School of Law and a B.A. in Communications from Montana State University–Billings. Prior to co-founding TeamCivX, Joy was a partner at her prior consulting firm, served as Regional Field Director for U.S. Senator Max Baucus (D-MT) and as Field Director for the successful 49ers Stadium Campaign in Santa Clara, CA.

Joy and her husband Todd live in Oakland where they enjoy cheering on the Cal Bears and Golden State Warriors. Joy is a proud mother and grandmother, occasional yoga instructor, slow and steady distance runner, roller coaster enthusiast and gluten-free baker.

### **Josef Topete, TeamCivX Consultant**

Over the past two years, Josef has collaborated with Joy and other TeamCivX partners in offering strategic insight to public agencies on revenue measures. Josef will serve as the Project Manager for the bond effort, coordinating all deliverables, timelines, and deadlines; executing communications plans; and ensuring that all aspects of the project are completed accurately, on-time and with precision. Josef recently moved home to be closer to family in Los Angeles after spending many years living in San Francisco.



Born and raised in Los Angeles, Josef graduated from the University of Southern California with a bachelor’s degree in public policy and a master’s degree in public administration.

Josef brings a wealth of experience in the political and government sectors, having worked for elected officials, government agencies and campaigns at all levels. His extensive background has provided him with a deep understanding of the intricacies of politics and government. He takes pleasure in delving into the nuances, translating complex policies into easily understandable communication. Leveraging his strong communication skills and policy expertise, Josef has played a pivotal role in driving success for school districts, cities, counties, and government agencies throughout California on Election Day.

## 6 CONTACT INFORMATION

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Thank you for taking the time to review our proposal. Please feel free to contact us with any questions you may have.



**Richard Bernard, Partner**  
FM3 Research

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TeamCivX

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**APPENDIX A**  
Successful Education Bond Measures

**Figure 5: FM3’s Successful K-12 School Bond Measures**

<b>District</b>	<b>Measure</b>	<b>Amount</b>	<b>Election</b>
<b>Twin Rivers USD</b>	Measure J	\$120 million bond	November 2022
<b>Twin Rivers USD</b>	Measure K	\$150 million bond	November 2022
<b>Pleasanton USD</b>	Measure I	\$395 million bond	November 2022
<b>Wiseburn USD</b>	Measure EE	\$98 million bond	November 2022
<b>Santa Rita UESD</b>	Measure R	\$24.9 million bond	November 2022
<b>Forestville UESD</b>	Measure D	\$6.5 million bond	November 2022
<b>Long Beach USD</b>	Measure Q	\$1.7 billion bond	November 2022
<b>San Diego USD</b>	Measure U	\$3.2 billion bond	November 2022
<b>Rialto USD</b>	Measure A	\$340 million bond	November 2022
<b>Little Lake CSD</b>	Measure LL	\$36 million bond	June 2022
<b>Ravenswood CSD</b>	Measure I	\$110 million bond	June 2022
<b>Roosevelt ESD (Arizona)</b>	Question 1	\$6.9 million override	November 2021
<b>Roosevelt ESD (Arizona)</b>	Question 2	\$5.1 million override	November 2021
<b>Phoenix UHSD (Arizona)</b>	Question 1	\$28.5 million override	November 2021
<b>Phoenix UHSD (Arizona)</b>	Question 2	\$15.3 million override	November 2021
<b>Clovis USD</b>	Measure A	\$335 million bond	November 2020
<b>Manteca USD</b>	Measure A	\$260 million bond	November 2020
<b>Whittier USD</b>	Measure AA	\$183.5 million bond	November 2020
<b>Bassett USD</b>	Measure BB	\$50 million bond	November 2020
<b>Duarte USD</b>	Measure S	\$79 million bond	November 2020
<b>Sanger USD</b>	Measure C	\$150 million bond	November 2020
<b>Inglewood USD</b>	Measure I	\$240 million bond	November 2020
<b>River Delta Joint USD</b>	Measure J	\$45.7 million bond	November 2020
<b>River Delta Joint USD</b>	Measure K	\$14.6 million bond	November 2020
<b>Pasadena USD</b>	Measure O	\$516.3 million bond	November 2020
<b>Oakland USD</b>	Measure Y	\$735 million bond	November 2020
<b>Milwaukee Public Schools (Wisconsin)</b>	-	\$87 million override	April 2020
<b>Eureka CSD</b>	Measure T	\$18 million bond	March 2020
<b>San Mateo UHSD</b>	Measure L	\$385 million bond	March 2020
<b>Fresno USD</b>	Measure M	\$325 million bond	March 2020
<b>Sanger USD</b>	Measure B	\$70 million bond	November 2018
<b>Placer UHSD</b>	Measure D	\$40.3 million bond	November 2018
<b>Placer UHSD</b>	Measure G	\$42.1 million bond	November 2018
<b>El Monte UHSD</b>	Measure HS	\$190 million bond	November 2018
<b>Natomas USD</b>	Measure L	\$172 million bond	November 2018
<b>Del Mar USD</b>	Measure MM	\$186 million bond	November 2018
<b>South Monterey County JUHSD</b>	Measure Q	\$20 million bond	November 2018

District	Measure	Amount	Election
<b>South Monterey County JUHSD</b>	Measure R	\$20 million bond	November 2018
<b>Vallejo City USD</b>	Measure S	\$194 million bond	November 2018
<b>Hemet USD</b>	Measure X	\$150 million bond	November 2018
<b>San Diego USD</b>	Measure YY	\$3.5 billion bond	November 2018
<b>Tahoe-Truckee USD</b>	Measure AA	\$148/parcel tax	November 2018
<b>Evergreen SD</b>	Measure EE	\$125/parcel tax	November 2018
<b>Ravenswood CSD</b>	Measure S	\$70 million bond	June 2018
<b>Grass Valley SD</b>	Measure D	\$18.8 million bond	June 2018
<b>Ravenswood CSD</b>	Measure S	\$70 million bond	June 2018
<b>Ravenswood CSD</b>	Measure Q	\$196/parcel tax	June 2018
<b>Manhattan Beach USD</b>	Measure MB	\$225/parcel tax	June 2018
<b>Phoenix UHSD (Arizona)</b>	Question 1	\$269 million bond	November 2017
<b>Phoenix UHSD (Arizona)</b>	Question 2	\$25 million override	November 2017
<b>Westside Community Schools (Nebraska)</b>	-	\$8.75 million override	September 2017
<b>Arcadia USD</b>	Measure A	\$288/parcel tax	March 2017
<b>Paramount USD</b>	Measure I	\$106 million bond	November 2016
<b>Ontario-Montclair SD</b>	Measure K	\$150 million bond	November 2016
<b>Firebaugh-Las Deltas USD</b>	Measure H	\$15 million bond	November 2016
<b>Sanger USD</b>	Measure A	\$60 million bond	November 2016
<b>San Juan USD</b>	Measure P	\$750 million bond	November 2016
<b>Alhambra USD</b>	Measure AE	\$110 million bond	November 2016
<b>Alhambra USD</b>	Measure HS	\$149 million bond	November 2016
<b>Long Beach USD</b>	Measure E	\$1.5 billion bond	November 2016
<b>Kern HSD</b>	Measure K	\$280 million bond	November 2016
<b>Mountain View ESD</b>	Measure SS	\$57 million bond	November 2016
<b>Bakersfield CSD</b>	Measure N	\$110 million bond	November 2016
<b>Caruthers USD</b>	Measure V	\$6 million bond	November 2016
<b>Lodi USD</b>	Measure U	\$281 million bond	November 2016
<b>Santa Barbara USD Elementary SFID</b>	Measure J2016	\$58 million bond	November 2016
<b>Santa Barbara USD</b>	Measure I2016	\$135 million bond	November 2016
<b>Barstow USD</b>	Measure F	\$39 million bond	November 2016
<b>Hacienda La Puente USD</b>	Measure BB	\$148 million bond	November 2016
<b>El Paso ISD (Texas)</b>	-	\$668.7 million bond	November 2016
<b>Etiwanda SD</b>	Measure I	\$137 million bond	November 2016
<b>Red Bluff Joint UHSD</b>	Measure J	\$26 million bond	November 2016
<b>Chino Valley USD</b>	Measure G	\$750 million bond	November 2016
<b>Nevada Joint UHSD</b>	Measure B	\$47 million bond	November 2016
<b>Fresno USD</b>	Measure X	\$225 million bond	November 2016
<b>Central UHSD</b>	Measure K	\$30 million bond	June 2016
<b>Livermore Joint USD</b>	Measure J	\$245 million bond	June 2016
<b>Montebello USD</b>	Measure GS	\$300 million bond	June 2016
<b>Ravenswood CSD</b>	Measure H	\$26 million bond	June 2016

District	Measure	Amount	Election
Phoenix UHSD (Arizona)	Question 1	\$15.3 million override	November 2015
Douglas County School District No. 66 (Nebraska)	-	\$79.9 million bond	May 2015
Mountain View SFID #2	Measure W	\$171 million bond	April 2015
Downey USD	Measure O	\$248 million bond	November 2014
Norwalk La Mirada USD	Measure G	\$375 million bond	November 2014
Rosemead SD	Measure RS	\$30 million bond	November 2014
Natomas USD	Measure J	\$129 million bond	November 2014
Anaheim UHSD	Measure H	\$249 million bond	November 2014
Tahoe-Truckee SFID #1	Measure U	\$114 million bond	November 2014
Tahoe-Truckee SFID #2	Measure E	\$62 million bond	November 2014
Carpinteria USD	Measure U2014	\$90 million bond	November 2014
Central SD	Measure N	\$35 million bond	November 2014
Manteca USD	Measure G	\$159 million bond	November 2014
Evergreen SD	Measure M	\$100 million bond	November 2014
Madison ESD (Arizona)	No. 38	\$95 million bond	November 2014
Eureka CUSD	Measure S	\$49.75 million bond	November 2014
Golden Plainses USD	Measure G	\$13 million bond	November 2014
Evergreen SD	Measure H	\$100/parcel tax	June 2014
Merced CSD	Measure M	\$60 million bond	June 2014
Caruthers USD	Measure M	\$12 million bond	November 2012
Chaffey Joint UHSD	Measure P	\$848 million bond	November 2012
Kings Canyon USD	Measure K	\$40 million bond	November 2012
Perris UHSD	Measure T	\$153.42 million bond	November 2012
San Bernardino USD	Measure N	\$250 million bond	November 2012
San Diego USD	Proposition Z	\$2.8 billion bond	November 2012
San Dieguito UHSD	Proposition AA	\$449 million bond	November 2012
Sanger USD	Measure S	\$50 million bond	November 2012
Santa Paula USD	Measure M	Reorganization	November 2012
Spreckels USD	Measure B	\$7 million bond	November 2012
St. Helena USD	Measure C	\$30 million bond	November 2012
Clovis USD	Measure A	\$298 million bond	June 2012
Arcadia USD	Measure A	\$228/parcel tax	March 2012
San Francisco USD	Proposition A	\$531 million bond	November 2011
Tahoe-Truckee USD	Measure A	\$135/parcel tax	March 2011
Duarte USD	Measure E	\$62 million bond	November 2010
Fresno USD	Measure Q	\$280 million bond	November 2010
San Marcos USD	Measure K	\$287 million bond	November 2010
Sonoma Valley USD	Measure H	\$40 million bond	November 2010
Coalinga-Huron Joint USD	Measure E	\$16.1 million bond	November 2010
Milpitas USD	Measure B	\$84/parcel tax	June 2010
Beaumont USD	Measure Z	\$125 million bond	November 2008

<b>District</b>	<b>Measure</b>	<b>Amount</b>	<b>Election</b>
<b>Ceres USD</b>	Measure U	\$60 million bond	November 2008
<b>Colton USD</b>	Measure G	\$225 million bond	November 2008
<b>Evergreen SD</b>	Measure T	\$90/parcel tax	November 2008
<b>Franklin-McKinley SD</b>	Measure U	\$72/parcel tax	November 2008
<b>Helendale SD</b>	Measure X	\$20 million bond	November 2008
<b>Long Beach USD</b>	Measure K	\$1.2 billion bond	November 2008
<b>Los Angeles USD</b>	Measure Q	\$7 billion bond	November 2008
<b>Manhattan Beach USD</b>	Measure BB	\$67.48 million bond	November 2008
<b>San Diego USD</b>	Proposition S	\$2.1 billion bond	November 2008
<b>Victor ESD</b>	Measure E	\$150 million bond	November 2008
<b>Victor Valley UHSD</b>	Measure V	\$500 million bond	November 2008
<b>Westminster SD</b>	Measure O	\$130 million bond	November 2008
<b>Hayward USD</b>	Measure I	\$205 million bond	June 2008
<b>East Side UHSD</b>	Measure E	\$349 million bond	February 2008
<b>Los Banos USD</b>	Measure K	\$44 million bond	February 2008
<b>Walnut USD</b>	Measure S	\$64.6 million bond	November 2007
<b>Walnut USD</b>	Measure Y	\$15.2 million bond	November 2007
<b>Alisal USD</b>	Measure A	\$90 million bond	November 2006
<b>Arcadia USD</b>	Measure I	\$218 million bond	November 2006
<b>Corona-Norco USD</b>	Measure U	\$250 million bond	November 2006
<b>Madera USD</b>	Measure U	\$32.5 million bond	November 2006
<b>Paramount USD</b>	Measure AA	\$100 million bond	November 2006
<b>Perris ESD</b>	Measure S	\$25 million bond	November 2006
<b>San Jacinto USD</b>	Measure V	\$150 million bond	November 2006
<b>Sweetwater UHSD</b>	Proposition O	\$644 million bond	November 2006
<b>Fontana USD</b>	Measure C	\$275 million bond	June 2006
<b>Grant Joint UHSD</b>	Measure G	\$230 million bond	June 2006
<b>Los Angeles USD</b>	Measure Y	\$3.985 billion bond	November 2005
<b>Alum Rock UESD</b>	Measure R	\$100/parcel tax	November 2004
<b>Hanford Joint UHSD</b>	Measure K	\$196 million bond	November 2004
<b>Fowler USD</b>	Measure L	\$21 million bond	November 2004
<b>Albany USD</b>	Measure A	\$13 million bond	November 2004
<b>Clovis USD</b>	Measure A	\$168 million bond	March 2004
<b>Saddleback Valley USD</b>	Measure B	\$180 million bond	March 2004
<b>San Bernardino City USD</b>	Measure T	\$140 million bond	March 2004
<b>Huntington Beach UHSD</b>	Measure C	\$238 million bond	March 2004
<b>Los Angeles USD</b>	Measure R	\$3.87 billion bond	March 2004
<b>Compton USD</b>	Measure I	\$80 million bond	November 2002
<b>Healdsburg USD</b>	Measure G	\$3.9 million bond	November 2002
<b>Healdsburg USD</b>	Measure H	\$18.8 million bond	November 2002
<b>Los Angeles USD</b>	Measure K	\$3.3 billion bond	November 2002
<b>Norwalk La Mirada USD</b>	Measure S	\$165 million bond	November 2002
<b>Salinas UHSD</b>	Measure M	\$37 million bond	November 2002
<b>Fairfield-Suisun USD</b>	Measure C	\$100 million bond	March 2002
<b>Hemet USD</b>	Measure E	\$60 million bond	March 2002

<b>District</b>	<b>Measure</b>	<b>Amount</b>	<b>Election</b>
<b>Placentia Yorba Linda USD</b>	Measure Y	\$102 million bond	March 2002
<b>Salinas UHSD</b>	Measure F	\$52 million bond	March 2002
<b>Vista USD</b>	Measure O	\$140 million bond	March 2002
<b>West Contra Costa USD</b>	Measure D	\$300 million bond	March 2002
<b>Modesto CSD</b>	Measure T	\$65 million bond	November 2001
<b>Modesto CSD</b>	Measure S	\$17 million bond	November 2001
<b>Santa Monica-Malibu USD</b>	Measure Y	\$98/parcel tax	November 2000
<b>Capistrano USD</b>	Measure A	\$85 million bond	November 1999
<b>Santa Ana USD</b>	Measure C	\$145 million bond	November 1999
<b>Chula Vista ESD</b>	Proposition JJ	\$95 million bond	November 1998
<b>Conejo Valley USD</b>	Measure R	\$88 million bond	November 1998
<b>San Diego USD</b>	Proposition MM	\$1.5 billion bond	November 1998
<b>Dodge City USD (Kansas)</b>	Question 443	\$45.5 million bond	May 1998
<b>Corona-Norco USD</b>	Measure C	\$65 million bond	April 1998
<b>Elk Grove USD</b>	Measure A	\$205 million bond	March 1998
<b>Burbank USD</b>	Measure B-97	\$112 million bond	April 1997
<b>Los Angeles USD</b>	Proposition BB	\$2.4 billion bond	April 1997
<b>South Bay USD</b>	Proposition B	\$8.5 million bond	March 1997
<b>Culver City USD</b>	Measure T	\$40 million bond	November 1996
<b>Jefferson UHSD</b>	Measure G	\$30 million bond	November 1995
<b>Scotts Valley USD</b>	Measure H	\$22.7 million bond	November 1994
<b>Fresno USD</b>	Measure A	\$215 million bond	March 1995
<b>Berkeley USD</b>	Measure B	Parcel tax	November 1994
<b>Oakland USD</b>	Measure C	\$170 million bond	November 1994
<b>Santa Monica-Malibu USD</b>	Measure K	\$68/parcel tax	November 1994
<b>Berkeley USD</b>	Measure A	\$158 million bond	November 1992
<b>Palm Springs USD</b>	Measure P	\$70 million bond	November 1992
<b>Washoe County USD (Nevada)</b>	Proposition ES	\$75 million bond	November 1990
<b>Miami-Dade County Public Schools (Florida)</b>	-	\$980 million bond	November 1988
<b>Santa Monica-Malibu USD</b>	Measure TT	\$58/parcel tax	November 1988

**Figure 6: TeamCivX Partners’ K-12 Bond Measures Since 2018**

- Alvord Unified School District, November 8, 2022, \$248 million, 56.5%, Pass
- Campbell Elementary School District, November 8, 2022, \$96 million, 69.1%, Pass
- Downey Unified School District, November 8, 2022, \$504 million, 58.0%, Pass
- Eastside School District, November 8, 2022, \$23 million, 64.3%, Pass
- Fairfield-Suisun Unified School District, November 8, 2022, \$249 million, 55.0%, Pass
- Las Virgenes Unified School District, November 8, 2022, \$340 million, 64.2%, Pass
- Long Beach Unified School District, November 8, 2022, \$1.7 billion, 60.7%, Pass
- Martinez Unified School District, November 8, 2022, \$90 million, 52.6%, Fail
- Modesto High School District, November 8, 2022, \$198 million, 56.4%, Pass
- Pasadena Community College District, November 8, 2022, \$565 million, 70.6%, Pass
- Redwood City School District, November 8, 2022, \$298 million, 60.4%, Pass
- Santa Monica Community College District, November 8, 2022, \$375 million, 57.7%, Pass
- Santa Rosa Elementary School District, November 8, 2022, \$125 million, 71.6%, Pass
- Santa Rosa High School District, November 8, 2022, \$398 million, 66.7%, Pass
- Sequoia Union High School District, November 8, 2022, \$591 million, 63.0%, Pass
- South San Francisco Unified School District, November 8, 2022, \$436 million, 63.6%, Pass
- Walnut Creek School District, November 8, 2022, \$134 million, 62.7%, Pass
- Alameda Unified School District, June 7, 2022, \$298 million, 56.3%, Pass
- Hillsborough School District, June 7, 2022, \$140 million, 61.4%, Pass
- Mill Valley School District, June 7, 2022, \$194 million, 68.4%, Pass
- Millbrae School District, June 7, 2022, \$90 million, 53.6%, Fail
- San Rafael Elementary School District, June 7, 2022, \$152 million, 67.0%, Pass
- San Rafael High School District, June 7, 2022, \$216 million, 67.8%, Pass
- Clovis Unified School District, November 3, 2020, \$335 million, 60.3%, Pass
- Dublin Unified School District, November 3, 2020, \$290 million, 57.8%, Pass
- La Mesa-Spring Valley School District, November 3, 2020, \$136 million, 63.3%, Pass
- Manteca Unified School District, November 3, 2020, \$260 million, 57.7%, Pass
- Monterey Peninsula Community College District, November 3, 2020, \$230 million, 62.6%, Pass
- Romoland School District, November 3, 2020, \$39 million, 53.6%, Fail
- San Mateo-Foster City School District, November 3, 2020, \$409 million, 64.1%, Pass
- Berryessa Union School District, March 3, 2020, \$98 million, 58.3%, Pass
- Brea Olinda Unified School District, March 3, 2020, \$123 million, 46.0%, Fail
- Burlingame School District, March 3, 2020, \$97 million, 60.2%, Pass
- Capistrano Unified School District, March 3, 2020, \$300 million, 45.8%, Fail
- Capistrano Unified School District, March 3, 2020, \$120 million, 44.2 %, Fail
- Clovis Unified School District, March 3, 2020, \$408 million, 49.6%, Fail
- El Dorado Union High School District, March 3, 2020, \$120 million, 38.6%, Fail
- Jurupa Unified School District, March 3, 2020, \$192 million, 46.0%, Fail
- Manteca Unified School District, March 3, 2020, \$260 million, 50.4%, Fail

- Merced Community College District, March 3, 2020, \$247 million, 47.0%, Fail
- Moorpark Unified School District, March 3, 2020, \$96 million, 45.6%, Fail
- Mountain View-Whisman School District, March 3, 2020, \$259 million, 69.5%, Pass
- Pleasanton Unified School District, March 3, 2020, \$323 million, 52.4%, Fail
- Poway Unified School District, March 3, 2020, \$448 million, 50.4%, Fail
- Rancho Santiago Community College District, March 3, 2020, \$496 million, 51.8%, Fail
- Riverside Community College District, March 3, 2020, \$715 million, 46.6%, Fail
- Saddleback Valley Unified School District, March 3, 2020, \$495 million, 37.5%, Fail
- San Marino Unified School District, March 3, 2020, \$200 million, 41.2%, Fail
- San Mateo Union High School District, March 3, 2020, \$385 million, 57.5%, Pass
- Ukiah Unified School District, March 3, 2020, \$75 million, 55.2%, Pass
- Val Verde Unified School District, March 3, 2020, \$192 million, 61.6%, Pass
- Victor Elementary School District, March 3, 2020, \$48 million, 49.9%, Fail
- Washington Unified School District, March 3, 2020, \$46 million, 53.7%, Pass
- Amador County Unified School District, November 6, 2018, \$78 million, 52.4%, Fail
- Baldwin Park Unified School District, November 6, 2018, \$69 million, 78.9%, Pass
- Bonsall Unified School District, November 6, 2018, \$38 million, 42.5%, Fail
- Carlsbad Unified School District, November 6, 2018, \$265 million, 62.5%, Pass
- Chaffey Community College District, November 6, 2018, \$700 million, 59.0%, Pass
- Davis Joint Unified School District, November 6, 2018, \$150.9 million, 74.5%, Pass
- Hayward Unified School District, November 6, 2018, \$381.7 million, 72.9%, Pass
- Los Alamitos Unified School District, November 6, 2018, \$97 million, 58.7%, Pass
- Lowell Joint Unified School District, November 6, 2018, \$48 million, 63.6%, Pass
- Madera Unified School District, November 6, 2018, \$120 million, 63.5%, Pass
- Malibu School Facility Improvement District, November 6, 2018, \$195 million, 71.0%, Pass
- Milpitas Unified School District, November 6, 2018, \$284 million, 71.4%, Pass
- Modesto City Elementary School District, November 6, 2018, \$74 million, 72.4%, Pass
- Modesto City Elementary School District, November 6, 2018, \$57 million, 69.6%, Pass
- Mt. Diablo Unified School District, November 6, 2018, \$150 million, 70.3%, Pass
- Orinda Union School District, \$50 million, November 6, 2018, 69.9%, Pass
- Orinda Union School District, \$55 million, November 6, 2018, 66.4%, Pass
- Palo Alto Unified School District, November 6, 2018, \$460 million, 69.4%, Pass
- Paradise Unified School District, November 6, 2018, \$61 million, 61.4%, Pass
- Perris Union High School District, November 6, 2018, \$148 million, 55.4%, Pass
- Placer Union High School District, November 6, 2018, \$42.1 million, 60.7%, Pass
- Placer Union High School District, November 6, 2018, \$40.3 million, 56.1%, Pass
- San Bernardino Community College District, November 6, 2018, \$470 million, 63.0%, Pass
- Santa Ana Unified School District, November 6, 2018, \$232 million, 70.7%, Pass
- Santa Monica-Malibu Unified School District, November 6, 2018, \$485 million, 72.1%, Pass
- Vista Unified School District, November 6, 2018, \$247 million, 64.2%, Pass
- Cabrillo Unified School District, June 5, 2018, \$99 million, 55.1%, Pass
- Lompoc Unified School District, June 5, 2018, \$79 million, 50.9%, Fail
- Monterey Peninsula Unified School District, June 5, 2018, \$213 million, 70.2%, Pass



- Mountain View-Los Altos High School District, June 5, 2018, \$295 million, 68.0%, Pass
- Pacifica School District, \$55 million, June 5, 2018, 62.6%, Pass



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.417</b> Board Consideration of Approval of Resolution No. 3; Authorized Signatories for the Galt Joint Union Elementary School District
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

Effective September 21, 2023, Board approval is recommended for the following authorized signatories for financial and contractual obligations of the District:

1. Lois Yount, Superintendent
2. Alejandra Garibay, Chief Business Officer
3. Brenda Bachmann, Fiscal Services Supervisor

Fiscal Impact: none

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION #3**

Authorized Signatories for the Galt Joint Union Elementary School District

BE IT RESOLVED AND ORDERED by the Governing Board of the Galt Joint Union Elementary School District, that Lois Yount, Alejandra Garibay, and Brenda Bachmann, employees of the Galt Joint Union Elementary School District, whose signatures are appended to this Resolution, shall be hereby authorized and empowered to sign orders for the legally authorized expenses of the District on the funds of the Galt Joint Union Elementary School District; effective September 21, 2023; and

BE IT FURTHER RESOLVED AND ORDERED that all such orders shall be on forms prescribed by the Sacramento County Superintendent of Schools; and

BE IT FURTHER RESOLVED that all previous Resolutions made by the Galt Joint Union Elementary School District Board of Education, authorizing employees of said District to sign orders for the legally authorized expenses of the District, are hereby rescinded.

IN WITNESS WHEREOF, we, the members of the Governing Board of the Galt Joint Union Elementary School District of Sacramento County, California, hereunto set our hands this 20th day of September 2023.

Signatures of Authorized Employees

\_\_\_\_\_  
Lois Yount  
District Superintendent

\_\_\_\_\_  
Alejandra Garibay  
Chief Business Officer

\_\_\_\_\_  
Brenda Bachmann  
Fiscal Services Supervisor

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Casey Raboy, Clerk



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.418</b> Board Consideration of Approval of Side Letter of Agreement Between GJUESD and the Galt Elementary Faculty Association (GEFA) Regarding Acceleration Blocks for the 2023-24 School Year
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

The District and GEFA have a Side Letter of Agreement for the 2023-24 school year for a model of small group targeted instruction after school. Bargaining unit members shall be paid an hourly rate of \$80.

Specifics are outlined in the attached Side Letter of Agreement.

Funding source: Learning Loss Funds

**Side Letter of Agreement**  
**Between**  
**Galt Joint Union Elementary School District (District) and**  
**Galt Elementary Faculty Association (GEFA)**  
**Acceleration Blocks**  
September 12, 2023

Acceleration Blocks

For the 2023-2024 school year, Acceleration Blocks will provide small-group, targeted instruction focused on a specific skill(s) and shall begin the week of October 2, 2023.

1. Teachers interested in participating shall identify 6-8 students in need of support and identify the specific skills(s) to be taught. The Acceleration Block could include students from the teacher's class, caseload or from the same grade level.
2. Instruction shall take place two (2) days per week for a period of four (4) weeks ("Block").
  - a. With administration approval teachers can choose two days from Mondays/Tuesdays/Thursdays with the exception of the 3rd Thursday of each month (which is reserved for GEFA meetings), Take Away Tuesdays and site staff meetings.
  - b. 1 hour of instruction/support shall be provided per day.
  - c. Instruction times: Elementary 2:45-3:45; Middle School 3:15-4:15.
  - d. 30 minutes of prep shall be provided for each hour of instruction.
  - e. Teachers choosing to provide Acceleration Blocks shall have duty-free time between 2:35 pm and 2:45 pm (Elementary) and 3:05 pm to 3:15 pm (Middle School) on the days of their scheduled blocks.
  - f. Students participating in Acceleration Blocks shall be supervised by non-teaching staff between 2:35 pm and 2:45 pm (Elementary) and 3:05 pm to 3:15 pm (Middle School) on the days of their scheduled blocks.
  - g. Teachers providing Acceleration Blocks are only required to supervise students for up to ten (10) minutes after the end of the block. Should a student require further supervision, they shall be escorted to the office.
3. Bargaining unit members shall be paid an hourly rate of \$80.
4. Bargaining unit members shall take attendance on Acceleration Block instruction days.
5. Bargaining unit members shall complete the Acceleration Block Session

form below for each Block indicating:

- a. Names of students
- b. Targeted skill(s)
- c. Progress made
- d. Outcome and final thoughts

GEFA: Rayan Poney

GJUESD: Sally Junt

Date: 9/12/23

Date: 9/12/23

## Acceleration Block Session Form 2023-2024

<b>Teacher</b>		<b>Grade</b>		<b>Date</b>	
<b>Acceleration Block Dates</b>					
<b>Target Skill/Standard To Be Taught</b> What do you hope to see as an outcome?					

	Last, First Name	SES? Y/N	# of days attended	Comments
1				
2				
3				
4				
5				
6				
7				
8				

<p><b><u>Teacher Reflection</u></b></p> <p>What was the result of providing the 4-week targeted support?</p> <p>Additional thoughts?</p>	
--	--



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.419</b> Board Consideration of Approval of GJUESD Actuarial Study of Retiree Health Liabilities Under GASB 74/75 For Fiscal Year-End June 30, 2023
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

The District's most recent actuarial study was conducted in September 2022. Under the Governmental Accounting Standards (GASB) 74/75 framework, the actuarial study full evaluation is conducted every two years. Therefore, the forthcoming report is a continuation of the previous year's full valuation, presenting comparable data.

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees’ working lifetime. For this reason, GASB issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees.

This actuarial study provided by Total Compensation Systems for Galt Joint Union Elementary School District is to determine the liabilities associated with its current retiree health program as of June 30, 2023.

### Facts regarding the District’s retiree health benefits:

- Our benefits are “capped,” meaning that we provide a defined dollar amount to our employees/retirees to pay for benefits.
- Our benefits have a limited eligibility period.
- As of 1992, GJUESD limited “lifetime” health benefits. We no longer have active employees that are eligible for this benefit.
- We invite the participation of a retiree representative on the District Health Benefits Committee to monitor and assist in our approach to health care benefits.
- Our “pay as you go” for this year is budgeted at \$176,479.



**Galt Joint Union Elementary School District**  
**Actuarial Study of**  
**Retiree Health Liabilities Under GASB 74/75**  
**Roll-forward Valuation**  
**Valuation Date: June 30, 2022**  
**Measurement Date: June 30, 2023**  
**For Fiscal Year-End: June 30, 2023**

*Prepared by:*  
*Total Compensation Systems, Inc.*

*Date: July 10, 2023*

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**Galt Joint Union Elementary School District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

This report was produced by Total Compensation Systems, Inc. for Galt Joint Union Elementary School District to determine the liabilities associated with its current retiree health program as of a June 30, 2023 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2023. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2023 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2024 measurement date is provided on page 13.

**B. Key Results**

Galt Joint Union ESD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2023 will be used directly for the June 30, 2023 Fiscal Year-End.

<b>Key Results</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2023 Measurement Date for June 30, 2023 Fiscal Year-End</i>	<i>June 30, 2022 Measurement Date for June 30, 2022 Fiscal Year-End</i>
Total OPEB Liability (TOL)	\$5,553,064	\$5,312,891
Fiduciary Net Position (FNP)	\$0	\$0
Net OPEB Liability (NOL)	\$5,553,064	\$5,312,891
Service Cost (for year following)	\$271,400	\$269,646
Estimated Pay-as-you-go Cost (for year following)	\$176,479	\$169,250
GASB 75 OPEB Expense (for year ending)	\$388,653	\$375,502

Refer to results section beginning on page 10 or the glossary on page 26 for descriptions of the above items.

<b>Key Assumptions</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2023 Measurement Date for June 30, 2023 Fiscal Year-End</i>	<i>June 30, 2022 Measurement Date for June 30, 2022 Fiscal Year-End</i>
Valuation Interest Rate	3.65%	3.54%
Expected Rate of Return on Assets	N/A	N/A
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

## Total Compensation Systems, Inc.

The following table shows the “pay as you go” projection of annual payments for the employer share of retiree health costs. Although actual payments are certain to vary from those shown below, these projections can be useful for planning purposes. See page 11 for amounts below broken out by employee classification, if applicable.

<i>Year Beginning July 1</i>	<i>Projected Benefit Payments</i>
2022	\$169,250
2023	\$176,479
2024	\$180,297
2025	\$205,415
2026	\$234,941
2027	\$279,752
2028	\$330,696
2029	\$452,172
2030	\$462,655
2031	\$517,631

### C. Summary of GASB 75 Accounting Results

#### 1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2022 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2023 NOL. A more detailed version of this table can be found on page 12.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2022 Measurement Date</b>	<b>\$5,312,891</b>	<b>\$0</b>	<b>\$5,312,891</b>
Service Cost	\$269,646	\$0	\$269,646
Interest on TOL / Return on FNP	\$189,853	\$0	\$189,853
Employer Contributions	\$0	\$169,250	(\$169,250)
Benefit Payments	(\$169,250)	(\$169,250)	\$0
Administrative Expenses	\$0	\$0	\$0
Experience (Gains)/Losses	\$0	\$0	\$0
Changes in Assumptions	(\$50,076)	\$0	(\$50,076)
Other	\$0	\$0	\$0
Net Change	\$240,173	\$0	\$240,173
<b>Actual Balance at June 30, 2023 Measurement Date</b>	<b>\$5,553,064</b>	<b>\$0</b>	<b>\$5,553,064</b>

## Total Compensation Systems, Inc.

### 2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 23.

<b>Balances at June 30, 2023 Fiscal Year-End</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
Differences between expected and actual experience	\$0	(\$657,254)
Changes in assumptions	\$461,439	(\$537,777)
Differences between projected and actual return on assets	\$0	\$0
<b>Total</b>	<b>\$461,439</b>	<b>(\$1,195,031)</b>

<b>To be recognized fiscal year ending June 30:</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
2024	\$51,547	(\$122,393)
2025	\$51,547	(\$122,393)
2026	\$51,547	(\$122,393)
2027	\$51,547	(\$122,393)
2028	\$51,547	(\$122,393)
Thereafter	\$203,704	(\$583,066)
<b>Total</b>	<b>\$461,439</b>	<b>(\$1,195,031)</b>

### 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

<b>To be recognized fiscal year ending June 30, 2023</b>	<i>Expense Component</i>
Service Cost	\$269,646
Interest Cost	\$189,853
Expected Return on Assets	\$0
Administrative Expenses	\$0
Recognition of Experience (Gain)/Loss Deferrals	(\$70,576)
Recognition of Assumption Change Deferrals	(\$270)
Recognition of Investment (Gain)/Loss Deferrals	\$0
Employee Contributions	\$0
Changes in Benefit Terms	\$0
<b>Net OPEB Expense for fiscal year ending June 30, 2023</b>	<b>\$388,653</b>

### 4. Adjustments

We are unaware of any adjustments that need to be made.

### 5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

<b>Net OPEB Liability at June 30, 2023 Measurement Date</b>	<i>Discount Rate</i>	<i>Healthcare Trend Rate</i>
1% Decrease in Assumption	\$5,984,978	\$4,976,413
Current Assumption	\$5,553,064	\$5,553,064
1% Increase in Assumption	\$5,157,515	\$6,226,782

## Total Compensation Systems, Inc.

### D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	5 years but not beyond age 65*	5 years but not beyond age 65	To age 65	5 years but not beyond age 65*
Required Service	20 years	20 years	20 years	20 years
Minimum Age	55	55	60	55
Dependent Coverage	Yes	Yes	No	Yes
District Contribution %	100%	100%	100%	100%
District Cap	\$8,400 per year	\$8,400 per year	\$9,000 per year	\$8,400 per year

\*Hired before 6/15/92 entitled to lifetime benefits

### E. Summary of Valuation Data

Because this is a roll-forward valuation, this report is based on census data previously provided to us as of May, 2022 for the June 30, 2022 full valuation. Distributions of participants by age and service can be found on page 17. For non-lifetime benefits, the active count below excludes employees for whom it was not possible to receive retiree benefits (e.g. employees who were already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	<b>Valuation Year</b>
	<i>June 30, 2022 Valuation Date</i>
	<i>June 30, 2023 Measurement Date</i>
<b>Active Employees eligible for future benefits</b>	
Count	357
Average Age	44.9
Average Years of Service	13.3
<b>Retirees currently receiving benefits</b>	
Count	33
Average Age	65.8

We were not provided with information about any terminated, vested employees.

## Total Compensation Systems, Inc.

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### F. Certification

The actuarial information in this report is intended solely to assist Galt Joint Union ESD in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Galt Joint Union ESD. Release of this report may be subject to provisions of the Agreement between Galt Joint Union ESD and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2022 to June 30, 2023, using a measurement date of June 30, 2023. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Galt Joint Union ESD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Galt Joint Union ESD and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of

## Total Compensation Systems, Inc.

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Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,

A handwritten signature in cursive script that reads "Luis Murillo". The signature is written in a light blue or grey ink.

Luis Murillo, ASA, MAAA  
Actuary  
Total Compensation Systems, Inc.  
(805) 496-1700



## PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Galt Joint Union ESD. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2023 at 3.65% interest.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all *current* participants. The APVPBP is the amount on June 30, 2023 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

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### C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”).

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method” and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

### D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

### E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.
- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

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### F. Valuation Results

This section details the measured values of the concepts described on the previous pages. Because this is a roll-forward valuation, the results shown in this section do not match the overall results as of the measurement date.

#### 1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

##### **Actuarial Present Value of Projected Benefit Payments as of June 30, 2022 Valuation Date**

	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Active: Pre-65 Benefit	\$7,579,628	\$257,491	\$4,527,284	\$2,582,145	\$212,708
Post-65 Benefit	\$0	\$0	\$0	\$0	\$0
Subtotal	\$7,579,628	\$257,491	\$4,527,284	\$2,582,145	\$212,708
Retiree: Pre-65 Benefit	\$256,105	\$20,858	\$135,696	\$44,489	\$55,062
Post-65 Benefit	\$660,329	\$230,542	\$0	\$0	\$429,787
Subtotal	\$916,434	\$251,400	\$135,696	\$44,489	\$484,849
Grand Total	\$8,496,062	\$508,891	\$4,662,980	\$2,626,634	\$697,557
Subtotal Pre-65 Benefit	\$7,835,733	\$278,349	\$4,662,980	\$2,626,634	\$267,770
Subtotal Post-65 Benefit	\$660,329	\$230,542	\$0	\$0	\$429,787

#### 2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

##### **Service Cost Valuation Year Beginning July 1, 2022**

	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
# of Eligible Employees	357	13	194	137	13
<b>First Year Service Cost</b>					
Pre-65 Benefit	\$264,136	\$8,905	\$145,694	\$101,243	\$8,294
Post-65 Benefit	\$0	\$0	\$0	\$0	\$0
Total	\$264,136	\$8,905	\$145,694	\$101,243	\$8,294

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

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### 3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

#### Total OPEB Liability and Net OPEB Liability as of June 30, 2022 Valuation Date

	<i>Certificated</i>		<i>Certificated</i>	<i>Classified</i>	<i>Classified</i>
	<i>Total</i>	<i>Management</i>			
Active: Pre-65 Benefit	4,351,891	\$178,095	\$2,545,533	\$1,508,887	\$119,376
Active: Post-65 Benefit	\$0	\$0	\$0	\$0	\$0
Subtotal	\$4,351,891	\$178,095	\$2,545,533	\$1,508,887	\$119,376
Retiree: Pre-65 Benefit	\$256,105	\$20,858	\$135,696	\$44,489	\$55,062
Retiree: Post-65 Benefit	\$660,329	\$230,542	\$0	\$0	\$429,787
Subtotal	\$916,434	\$251,400	\$135,696	\$44,489	\$484,849
Subtotal: Pre-65 Benefit	\$4,607,996	\$198,953	\$2,681,229	\$1,553,376	\$174,438
Subtotal: Post-65 Benefit	\$660,329	\$230,542	\$0	\$0	\$429,787
Total OPEB Liability (TOL)	\$5,268,325	\$429,495	\$2,681,229	\$1,553,376	\$604,225
Fiduciary Net Position as of June 30, 2022	\$0				
Net OPEB Liability (NOL)	\$5,268,325				

### 4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be *inaccurate*. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
2022	\$169,250	\$22,080	\$61,002	\$27,728	\$58,440
2023	\$176,479	\$27,744	\$59,910	\$37,407	\$51,418
2024	\$180,297	\$27,212	\$52,802	\$47,981	\$52,302
2025	\$205,415	\$24,550	\$78,340	\$66,070	\$36,455
2026	\$234,941	\$26,964	\$96,500	\$74,402	\$37,075
2027	\$279,752	\$34,614	\$132,939	\$74,859	\$37,340
2028	\$330,696	\$45,194	\$159,847	\$95,841	\$29,814
2029	\$452,172	\$43,670	\$213,217	\$155,463	\$39,822
2030	\$462,655	\$40,674	\$221,953	\$159,039	\$40,989
2031	\$517,631	\$45,361	\$266,974	\$166,246	\$39,050

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### G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2022 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2023 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2022</b>	<b>\$5,312,891</b>	<b>\$0</b>	<b>\$5,312,891</b>
Service Cost	\$269,646	\$0	\$269,646
Interest on Total OPEB Liability	\$189,853	\$0	\$189,853
Expected Investment Income	\$0	\$0	\$0
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$0	\$0
Employer Contributions as Benefit Payments	\$0	\$169,250	(\$169,250)
Benefit Payments from Trust	\$0	\$0	\$0
Expected Benefit Payments from Employer	(\$169,250)	(\$169,250)	\$0
<b>Expected Balance at June 30, 2023</b>	<b>\$5,603,140</b>	<b>\$0</b>	<b>\$5,603,140</b>
Experience (Gains)/Losses	\$0	\$0	\$0
Changes in Assumptions	(\$50,076)	\$0	(\$50,076)
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	\$0	\$0
Other	\$0	\$0	\$0
Net Change during 2023	\$240,173	\$0	\$240,173
<b>Actual Balance at June 30, 2023*</b>	<b>\$5,553,064</b>	<b>\$0</b>	<b>\$5,553,064</b>

\* May include a slight rounding error.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Galt Joint Union ESD is shown beginning on page 23. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

### Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2023

	<i>Beginning Balance</i>	<i>Change Due to New Deferrals</i>	<i>Change Due to Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	(\$727,830)	\$0	\$70,576	(\$657,254)
Assumption Changes	(\$26,532)	(\$50,076)	\$270	(\$76,338)
Investment (Gains)/Losses	\$0	\$0	\$0	\$0
Deferred Balances	(\$754,362)	(\$50,076)	\$70,846	(\$733,592)

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

### OPEB Expense Fiscal Year Ending June 30, 2023

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	\$5,312,891	\$5,553,064	\$240,173
Deferred Balances	(\$754,362)	(\$733,592)	\$20,770
Net Position	\$6,067,253	\$6,286,656	\$219,403
Adjust Out Employer Contributions			\$169,250
OPEB Expense			\$388,653

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## H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined “roll-forward” valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Galt Joint Union ESD will be a full valuation with a measurement date of June 30, 2024 which will be used for the fiscal year ending June 30, 2024.

**PART III: ACTUARIAL ASSUMPTIONS AND METHODS**

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Galt Joint Union ESD to understand that the appropriateness of all selected actuarial assumptions and methods are Galt Joint Union ESD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Galt Joint Union ESD's actual historical experience, and TCS's judgment based on experience and training.

**A. ACTUARIAL METHODS AND ASSUMPTIONS:**

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Galt Joint Union ESD regarding practices with respect to employer and employee contributions and other relevant factors.



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### **B. ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

*INFLATION:* We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

*INVESTMENT RETURN / DISCOUNT RATE:* We assumed 3.65% per year net of expenses. This is based on the Bond Buyer 20 Bond Index.

*TREND:* We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

*PAYROLL INCREASE:* We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

*FIDUCIARY NET POSITION (FNP):* The following table shows the beginning and ending FNP numbers that were provided by Galt Joint Union ESD.

#### **Fiduciary Net Position as of June 30, 2023**

	<u>06/30/2022</u>	<u>06/30/2023</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$0	\$0
Capital Assets	\$0	\$0
Total Assets	\$0	\$0
Benefits Payable	\$0	\$0
Fiduciary Net Position	\$0	\$0

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### **C. NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

#### **MORTALITY**

<i>Participant Type</i>	<i>Mortality Tables</i>
Certificated	2020 CalSTRS Mortality
Classified	2017 CalPERS Mortality for Miscellaneous and Schools Employees

#### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated Management	Hired 2012 and earlier: 2020 CalSTRS 2.0% @60 Rates Hired 2013 and later: 2020 CalSTRS 2.0% @62 Rates
Certificated	Hired 2012 and earlier: 2020 CalSTRS 2.0% @60 Rates Hired 2013 and later: 2020 CalSTRS 2.0% @62 Rates
Classified	Hired 2012 and earlier: 2017 CalPERS 2.0% @55 Rates for Schools Employees Hired 2013 and later: 2017 CalPERS 2.0% @62 Rates for Schools Employees
Classified Management	Hired 2012 and earlier: 2017 CalPERS 2.0% @55 Rates for Schools Employees Hired 2013 and later: 2017 CalPERS 2.0% @62 Rates for Schools Employees

#### **COSTS FOR RETIREE COVERAGE**

Actuarial Standard of Practice 6 (ASOP 6) Section 3.7.7(c)(3) provides that unadjusted premium may be used as the basis for retiree liabilities if retiree premium rates are not subsidized by active premium rates. We evaluated active and retiree rates and determined that there is not likely to be a subsidy between active and retiree rates. Therefore, retiree liabilities are based on actual employer contributions. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	\$8,400	
Certificated Management	\$8,400	
Classified	\$9,000	
Classified Management	\$8,400	

#### **PARTICIPATION RATES**

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	100%	
Classified	100%	

#### **TURNOVER**

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2020 CalSTRS Termination Rates
Classified	2017 CalPERS Termination Rates for School Employees

#### **SPOUSE PREVALENCE**

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

#### **SPOUSE AGES**

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

#### **AGING FACTORS**

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

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## PART IV: APPENDICES

### APPENDIX A: DEMOGRAPHIC DATA BY AGE

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Under 25	11	0	5	5	1
25 – 29	27	0	18	7	2
30 – 34	31	0	18	12	1
35 – 39	39	0	23	15	1
40 – 44	49	3	27	18	1
45 – 49	72	3	42	24	3
50 – 54	61	3	31	25	2
55 – 59	42	2	22	16	2
60 – 64	25	2	8	15	0
65 and older	0	0	0	0	0
<b>Total</b>	<b>357</b>	<b>13</b>	<b>194</b>	<b>137</b>	<b>13</b>

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE**

<i>Total</i>	<i>Under 5 Years of Service</i>	<i>5 – 9 Years of Service</i>	<i>10 – 14 Years of Service</i>	<i>15 – 19 Years of Service</i>	<i>20 – 24 Years of Service</i>	<i>25 – 29 Years of Service</i>	<i>30 – 34 Years of Service</i>	<i>Over 34 Years of Service</i>
Under 25	11	11						
25 – 29	27	20	7					
30 – 34	31	18	13					
35 – 39	39	17	14	5	3			
40 – 44	49	13	20	1	12	3		
45 – 49	72	11	17	14	10	19	1	
50 – 54	61		3	8	12	27	11	
55 – 59	42			3	16	11	6	4
60 – 64	25				10	6	6	2
65 and older	0							1
<b>Total</b>	<b>357</b>	<b>90</b>	<b>74</b>	<b>31</b>	<b>63</b>	<b>66</b>	<b>24</b>	<b>6</b>

#### **ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Under 50	0	0	0	0	0
50 – 54	0	0	0	0	0
55 – 59	3	0	3	0	0
60 – 64	22	2	11	6	3
65 – 69	3	0	0	0	3
70 – 74	1	0	0	0	1
75 – 79	2	2	0	0	0
80 – 84	1	1	0	0	0
85 – 89	1	0	0	0	1
90 and older	0	0	0	0	0
<b>Total</b>	<b>33</b>	<b>5</b>	<b>14</b>	<b>6</b>	<b>8</b>

### APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Galt Joint Union ESD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Galt Joint Union ESD's practices, it is possible that Galt Joint Union ESD is already complying with some or all of these suggestions.

- We suggest that Galt Joint Union ESD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Galt Joint Union ESD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Galt Joint Union ESD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Galt Joint Union ESD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Galt Joint Union ESD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Galt Joint Union ESD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Galt Joint Union ESD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Galt Joint Union ESD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

# Total Compensation Systems, Inc.

## APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Galt Joint Union ESD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	33
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	357
Total Number of participants	390

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

Shown in Part III.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Galt Joint Union ESD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2017 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

## Total Compensation Systems, Inc.

Mortality Table	2017 CalPERS Retiree Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2020 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2020 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2017 CalPERS 2.0% @55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0% @55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2017 CalPERS 2.0% @62 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0% @62 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @60 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @60 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @62 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @62 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

# Total Compensation Systems, Inc.

## Turnover Tables

Turnover Table	2017 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2017 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Table	2020 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2020 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$4,976,413	\$5,553,064	\$6,226,782

## Paragraph 53:

### Discount Rate

The following information is intended to assist Galt Joint Union ESD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.65% was used in the valuation. The interest rate used in the prior valuation was 3.54%.

53.b: We assumed that all contributions are from the employer.

53.c: There are no plan assets.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2023 resulting in a rate of 3.65%.

53.e: Not applicable.

53.f: There are no plan assets.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	\$5,984,978	\$5,553,064	\$5,157,515

## **Total Compensation Systems, Inc.**

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**Paragraph 55:**            **Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

**Paragraph 56:**            **Additional Net OPEB Liability Information**

The following information is intended to assist Galt Joint Union ESD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2022.

          The measurement date is June 30, 2023.

56.b: We are not aware of a special funding arrangement.

56.c: The interest assumption changed from 3.54% to 3.65%.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D

56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

**Paragraph 57:**            **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.

57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.

57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

**Paragraph 58:**            **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.

**Paragraph 244:**            **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.



## Total Compensation Systems, Inc.

### APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

#### EXPERIENCE GAINS AND LOSSES

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)							
				2023	Amounts to be Recognized in OPEB Expense after 2023	2024	2025	2026	2027	2028	Thereafter
2019-20	(\$760,539)	13.1	(\$174,171)	(\$58,057)	(\$528,311)	(\$58,057)	(\$58,057)	(\$58,057)	(\$58,057)	(\$58,057)	(\$238,026)
2021-22	(\$153,981)	12.3	(\$12,519)	(\$12,519)	(\$128,943)	(\$12,519)	(\$12,519)	(\$12,519)	(\$12,519)	(\$12,519)	(\$66,348)
2022-23	\$0	0	\$0	\$0	\$0						
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>(\$186,690)</b>	<b>(\$70,576)</b>	<b>(\$657,254)</b>	<b>(\$70,576)</b>	<b>(\$70,576)</b>	<b>(\$70,576)</b>	<b>(\$70,576)</b>	<b>(\$70,576)</b>	<b>(\$304,374)</b>

## Total Compensation Systems, Inc.

### CHANGES OF ASSUMPTIONS

#### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	Amounts to be Recognized in OPEB Expense after 2023								
				2023	2024	2025	2026	2027	2028	Thereafter		
2018-19	\$133,384	13.2	\$40,420	\$10,105	\$82,859	\$10,105	\$10,105	\$10,105	\$10,105	\$10,105	\$10,105	\$32,334
2019-20	\$523,627	13.1	\$119,916	\$39,972	\$363,739	\$39,972	\$39,972	\$39,972	\$39,972	\$39,972	\$39,972	\$163,879
2020-21	\$19,251	13.1	\$2,940	\$1,470	\$14,841	\$1,470	\$1,470	\$1,470	\$1,470	\$1,470	\$1,470	\$7,491
2021-22	(\$587,263)	12.3	(\$47,745)	(\$47,745)	(\$491,773)	(\$47,745)	(\$47,745)	(\$47,745)	(\$47,745)	(\$47,745)	(\$47,745)	(\$253,048)
2022-23	(\$50,076)	12.3	\$0	(\$4,072)	(\$46,004)	(\$4,072)	(\$4,072)	(\$4,072)	(\$4,072)	(\$4,072)	(\$4,072)	(\$25,644)
Net Increase (Decrease) in OPEB Expense			<b>\$115,531</b>	<b>(\$270)</b>	<b>(\$76,338)</b>	<b>(\$270)</b>	<b>(\$270)</b>	<b>(\$270)</b>	<b>(\$270)</b>	<b>(\$270)</b>	<b>(\$270)</b>	<b>(\$74,988)</b>

# Total Compensation Systems, Inc.

## INVESTMENT GAINS AND LOSSES

### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	2023	Amounts to be Recognized in OPEB Expense after 2023	2024	2025	2026	2027	2028	Thereafter
2022-23	\$0	0	\$0	\$0	\$0						
Net Increase (Decrease) in OPEB Expense			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

# Total Compensation Systems, Inc.

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## APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

## Total Compensation Systems, Inc.

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<u>Pay As You Go Cost:</u>	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.420</b> Board Consideration of Approval of 2022-23 Unaudited Actuals
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

The GJUESD 2021-22 Unaudited Actuals financial report is included for the Board's review.

The year ended with a total Unrestricted Reserve of 22.26%.

Board approval is recommended.



# 2022-23 UNAUDITED ACTUALS

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SEPTEMBER 2023

Alejandra Garibay, Chief Business Official

# Formative Budget Process

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- **Unaudited Actuals 2022-23:**

Unaudited Actuals is the annual statement reporting period of actual expenditures as of June 30, 2023.

- First Interim
- Second Interim
- June Adopted Budget



# UNAUDITED ACTUALS SUMMARY 2022-23

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- COLA 6.56% in 22-23
- STRS increase of 2.18% in 22-23
- PERS increase of 2.46% in 22-23
- LCFF revenue increased in all 3 years, although in declining enrollment, due to COLA and proposal on allowing ADA to be funded on a 3-year average
- \$100,000 James B. McClatchy in 22-23-Dual Language Immersion Program Fairsite
- Special Education One-Time funding \$200,000
- Final Enrollment Certification decreased to 3,313 in 22-23
- Unduplicated Pupil Percentage decreased to 60.98% in 22-23

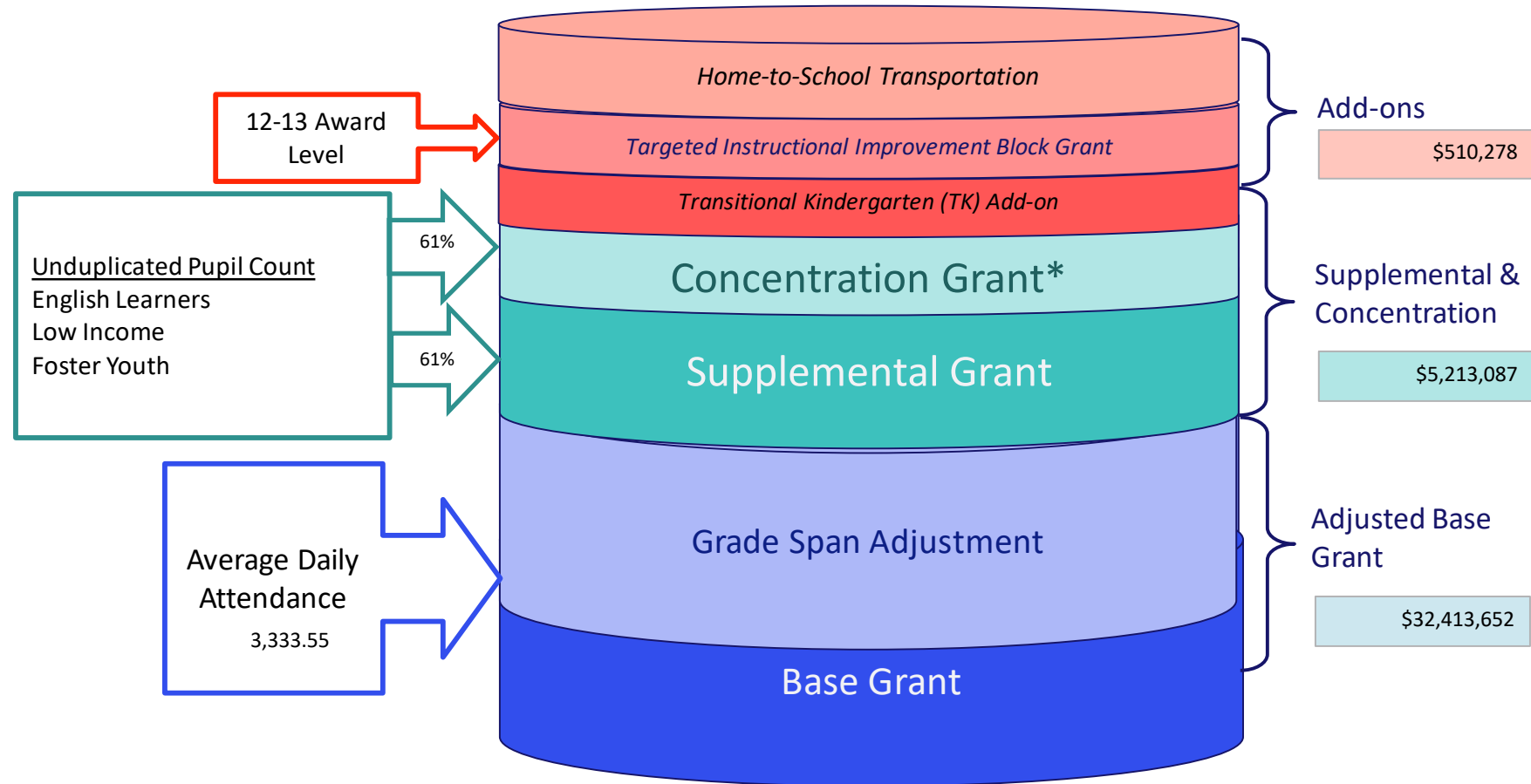
# Unrestricted vs Restricted Funds

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- Unrestricted revenues (general fund) are funds that are not subject to specific constraints and that are used for any purposes not prohibited by Education Code.
- Restricted revenues are those funds received for a specific purpose. They are restricted to that purpose allowed by grant, award, and/or donor e.g., Restricted Lottery, Title I, and Special Education.
- Fund Balance, are referred to as Reserves, are the unspent funds at the end of year and will fall into Unrestricted, Restricted, Non-Spendable, Committed, Assigned, and Unassigned.

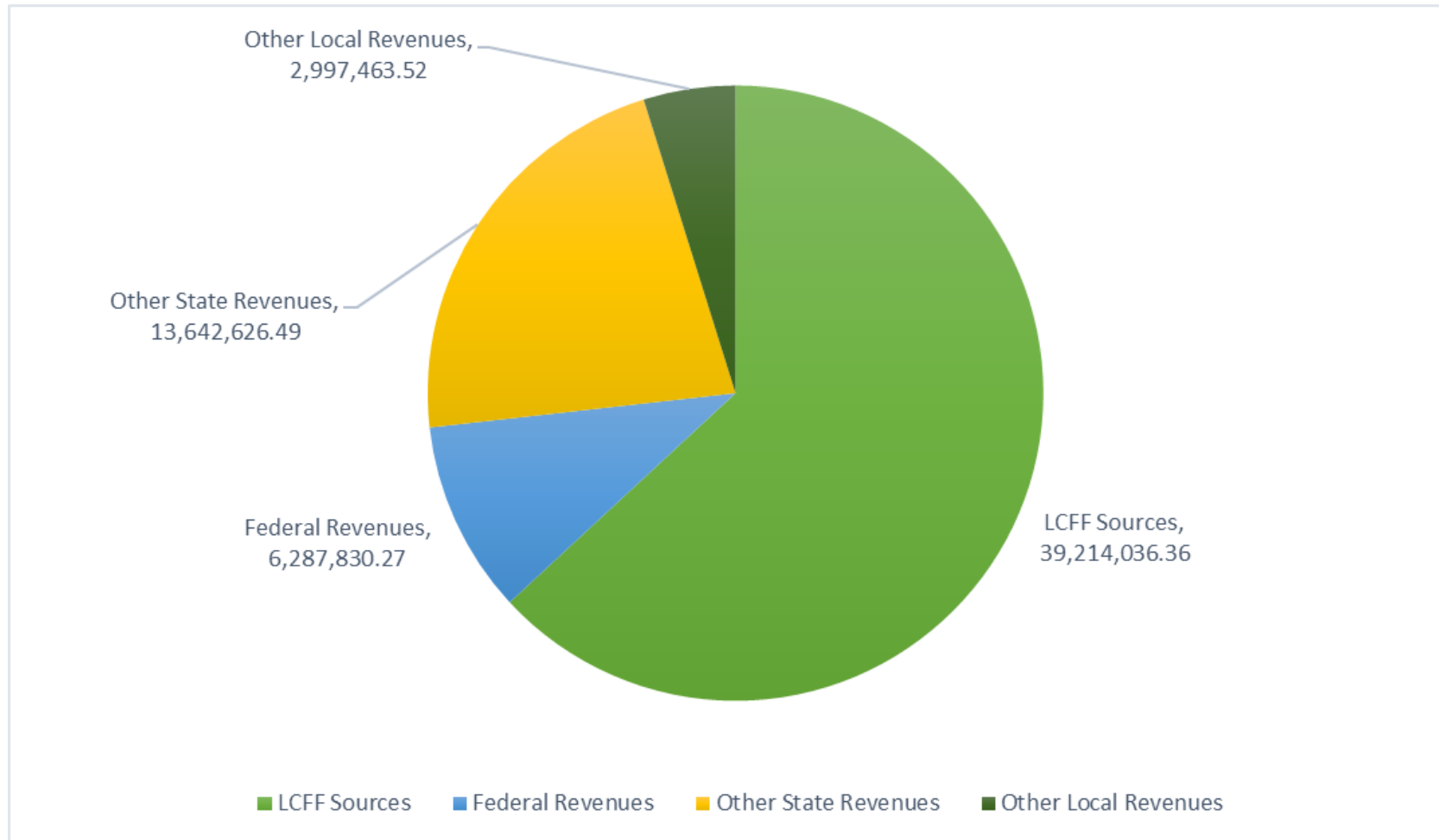
# Components of LCFF Revenues

Total LCFF Funding: \$38,137,017



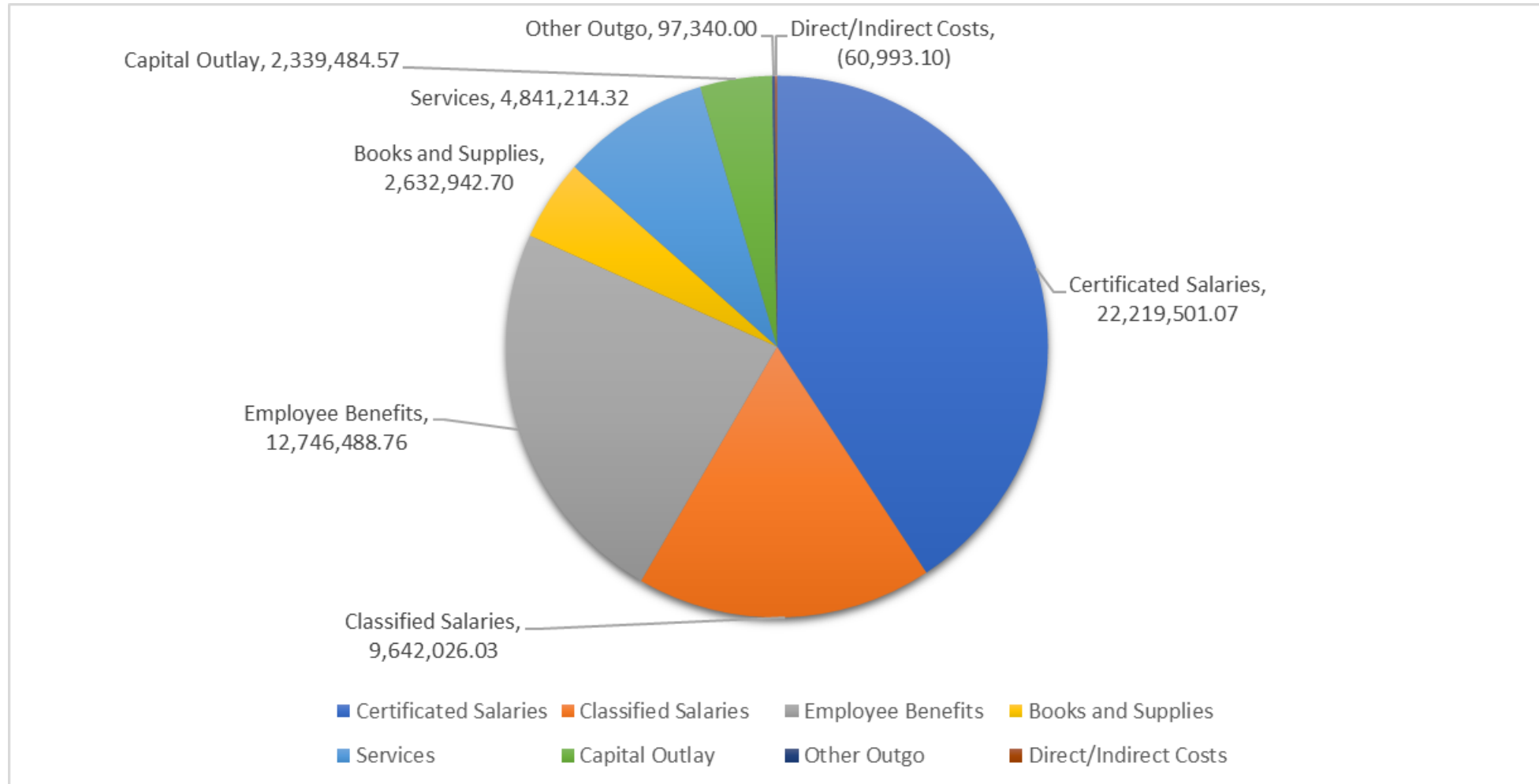
\*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

# Projected Revenues – Unrestricted/Restricted



**Total District Revenues \$62,141,956; that includes one-time learning loss and ESSER funds**

# Projected Expenditures – Unrestricted/Restricted



**Total Salaries and Benefits \$44,608,018; This is about 82% of districts budget and included one-time funds.**

# Cost Of Living Adjustment (COLA)

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Year	Increase
2022-2023	6.56%
2023-2024	8.22%
2024-2025	3.94%

~ It is important to note, that the COLA is designed simply to account for increased or inflated costs, and does not provide an increase in real spending capacity.

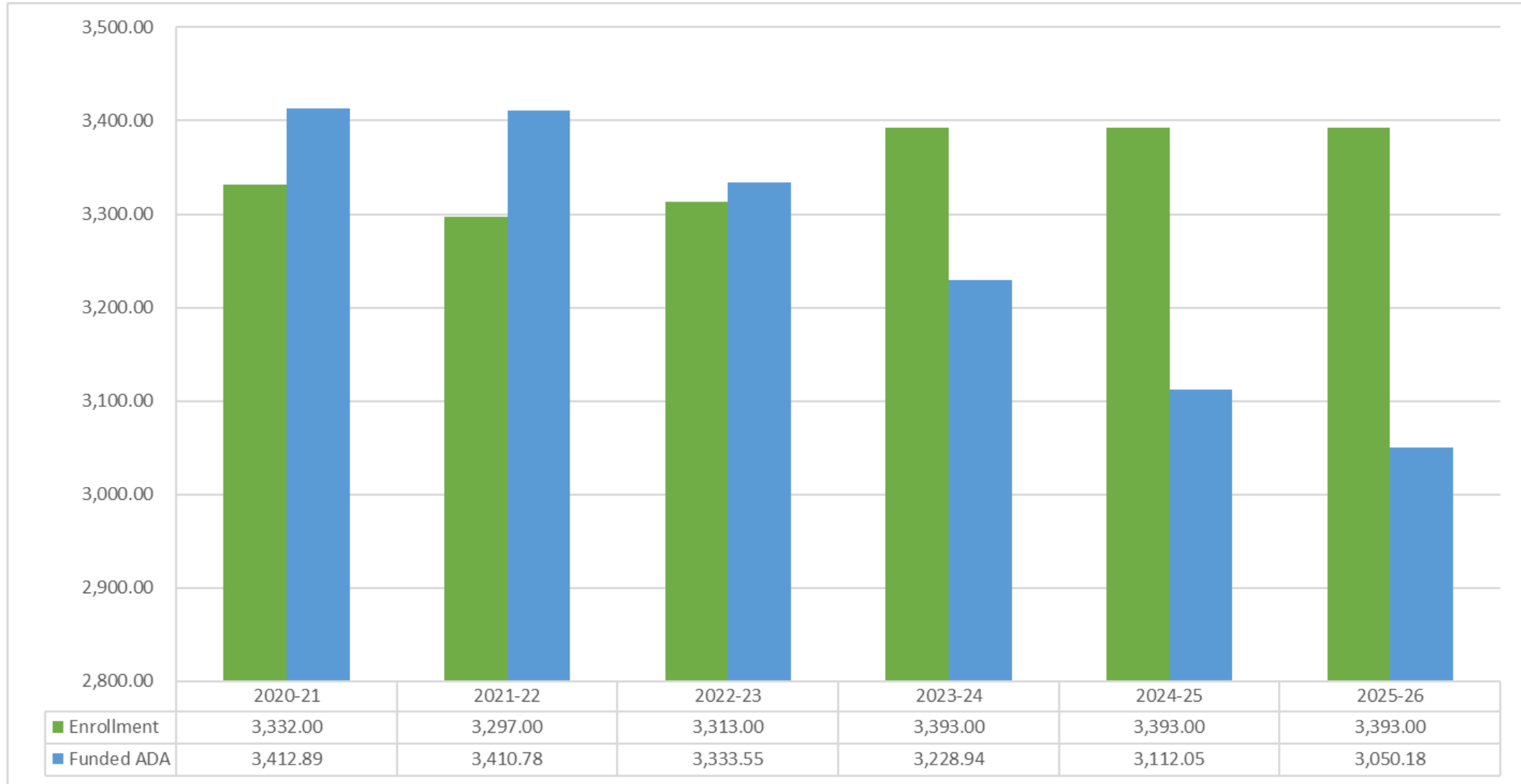
# Unrestricted Reserve Levels

(combined total of Committed/Assigned/Unassigned)

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Year	Reserve
2021-2022	17.59%
2022-2023	22.81%

# District Enrollment/Funded ADA



**As of 9-14-2023 enrollment is at 3,393 for GJUESD. We will be monitoring this trend and provide an update by First Interim.**



# Final Synopsis of Unaudited Actuals 2022-23

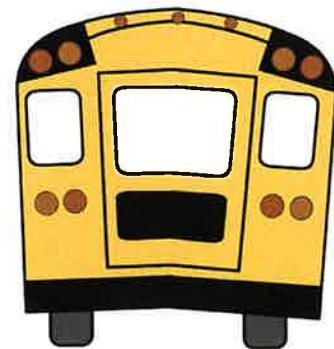
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- Galt Joint Union Elementary School District has met all of its financial obligations with the support of one-time federal funds, state funds and the increase of COLA for 2022-23.
- The district continues to monitor enrollment and ADA. We will be working closely with the Educational Services Department on tools to help increase our attendance.
- Ensuring safe and secure learning environments continue to be priority for our schools. This involves investments in Math Curriculum Adoption, security measures, facility maintenance and upgrades to ensure students and staff can learn and work in a safe and supportive environment.



# Galt Joint Union Elementary School District

## Unaudited Actuals 2022-23



Lois Yount, Superintendent  
1018 C Street  
Suite 210  
Galt, CA 95632  
<https://gjuerd-ca.schoolloop.com>

**GJUESD - Financial Analysis**  
**2022-23 Unaudited Actuals**

	<b>Object Codes</b>	<b>2022-23 Unrestricted</b>	<b>2022-23 Restricted</b>	<b>Unaudited Actuals 2022-23</b>
<b>A. REVENUES</b>				
LCFF Sources	8010-8099	39,214,036.36	0.00	<b>39,214,036.36</b>
Federal Revenues	8100-8299	0.00	6,287,830.27	<b>6,287,830.27</b>
Other State Revenues	8300-8599	1,058,997.08	12,583,629.41	<b>13,642,626.49</b>
Other Local Revenues	8600-8799	785,166.25	2,212,297.27	<b>2,997,463.52</b>
<b>Total Revenues</b>		<b>41,058,199.69</b>	<b>21,083,756.95</b>	<b>62,141,956.64</b>
<b>B. EXPENDITURES</b>				
Certificated Salaries	1000-1999	16,231,469.03	5,988,032.04	<b>22,219,501.07</b>
Classified Salaries	2000-2999	5,734,553.14	3,907,472.89	<b>9,642,026.03</b>
Employee Benefits	3000-3999	7,625,838.01	5,120,650.75	<b>12,746,488.76</b>
Books and Supplies	4000-4999	864,133.44	1,768,809.26	<b>2,632,942.70</b>
Services	5000-5999	2,259,514.81	2,581,699.51	<b>4,841,214.32</b>
Capital Outlay	6000-6999	722,226.53	1,617,258.04	<b>2,339,484.57</b>
Other Outgo	7100-7200/7438-7439	90,715.00	6,625.00	<b>97,340.00</b>
Direct/Indirect Costs	7310-7350	(324,164.16)	263,171.06	<b>(60,993.10)</b>
<b>Total Expenses</b>		<b>33,204,285.80</b>	<b>21,253,718.55</b>	<b>54,458,004.35</b>
<b>Difference (Revenues-Expenses)</b>		<b>7,853,913.89</b>	<b>(169,961.60)</b>	<b>7,683,952.29</b>
<b>Other Financing Sources/Uses</b>				
Transfers In	8919	21,574.94	0.00	<b>21,574.94</b>
Other Sources	8979	0.00	0.00	<b>0.00</b>
Transfers Out	7616	0.00	0.00	<b>0.00</b>
Contributions	8980	(6,178,455.35)	6,178,455.35	<b>0.00</b>
<b>Total Other Financing Sources/Uses</b>		<b>(6,156,880.41)</b>	<b>6,178,455.35</b>	<b>21,574.94</b>
<b>Net Increase(Decrease) in Fund Balance</b>		<b>1,697,033.48</b>	<b>6,008,493.75</b>	<b>7,705,527.23</b>
Beginning Fund Balance	9791	10,771,728.88	2,973,169.89	<b>13,744,898.77</b>
Audit & Other Adjustments	9793/9795	0.00	0.00	<b>0.00</b>
Other Restatements	9795	(46,143.88)	46,143.88	<b>0.00</b>
<b>Ending Fund Balance</b>		<b>12,422,618.48</b>	<b>9,027,807.52</b>	<b>21,450,426.00</b>
<b>Components of Ending Fund Balance</b>				
<b>Non-Spendable:</b>				
Revolving Fund	9711	20,000.00		<b>20,000.00</b>
Prepaid	9330/9713	381,080.79		<b>381,080.79</b>
<b>Restricted:</b>				
Restricted - Other	9740		9,027,807.52	<b>9,027,807.52</b>
Restricted Routine Maintenance	9740		0.00	<b>0.00</b>
<b>Committed:</b>				
Textbook Adoptions	9760	2,102,232.00		<b>2,102,232.00</b>
Technology Upgrades/Replacements	9760	1,000,000.00		<b>1,000,000.00</b>
Facilities	9760	3,000,000.00		<b>3,000,000.00</b>
Lottery Funds	9760	811,461.92		<b>811,461.92</b>
	9760			<b>0.00</b>
<b>Assigned:</b>				
Reserve for Facilities	9780	0.00		<b>0.00</b>
Site Lottery Reserve to start next year	Resource 1100/9780	0.00		<b>0.00</b>
Reserve for Lottery	Resource 1100/9780	0.00		<b>0.00</b>
<b>Unassigned/Unappropriated:</b>				
3% Economic Uncertainties	9789	1,633,740.13		<b>1,633,740.13</b>
Reserve for Board Approval (Remaining Reserve)	9780	3,474,103.64		<b>3,474,103.64</b>
<b>Total Ending Balance</b>		<b>12,422,618.48</b>	<b>9,027,807.52</b>	<b>21,450,426.00</b>
				<i>0</i>
<b>Restricted</b>				<b>16.58%</b>
<i>Unrestricted - Committed</i>				<i>16.38%</i>
<i>Unrestricted - Assigned</i>				<i>0.00%</i>
<b>Unrestricted - Unassigned</b>				<b>9.38%</b>
<i>Unrestricted - Total</i>				<i>22.81%</i>

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	60.46%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2024-25 apportionment may be reduced by the lesser of the following two percentages:	MOE Met
	MOE Deficiency Percentage - Based on Total Expenditures	0.00%
	MOE Deficiency Percentage - Based on Expenditures Per ADA	0.00%
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	\$0.00
	Adjusted Appropriations Limit	\$28,893,779.56
	Appropriations Subject to Limit	\$27,959,003.82
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate	6.51%
	Fixed-with-carry-forward indirect cost rate for use in 2024-25 subject to CDE approval.	

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2022-23 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
Clerk / Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Sep 20, 2023

To the Superintendent of Public Instruction:

2022-23 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

Date: \_\_\_\_\_

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Sharmila LaPorte  
Name  
Director  
Title  
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Telephone  
slaport@scoe.net  
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For School District:

Alejandra Garibay  
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Chief Business Official  
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E-mail Address

Unaudited Actuals  
2022-23 Estimated Actuals  
**GENERAL FUND**  
Current Expense Formula/Minimum Classroom  
Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.	
1000 - Certificated Salaries	22,219,501.07	301	48,432.57	303	22,171,068.50	305	28,961.37	155,098.45	307	22,015,970.05	309	
2000 - Classified Salaries	9,642,026.03	311	57,797.72	313	9,584,228.31	315	865,891.03	865,891.03	317	8,718,337.28	319	
3000 - Employee Benefits	12,746,488.76	321	214,697.77	323	12,531,790.99	325	376,047.91	415,060.33	327	12,116,730.66	329	
4000 - Books, Supplies Equip Replace. (6500)	3,121,788.62	331	77,385.60	333	3,044,403.02	335	722,517.89	722,517.89	337	2,321,885.13	339	
5000 - Services . & 7300 - Indirect Costs	4,780,221.22	341	53,815.10	343	4,726,406.12	345	855,631.49	856,431.49	347	3,869,974.63	349	
<b>TOTAL</b>					<b>52,057,896.94</b>	<b>365</b>				<b>TOTAL</b>	<b>49,042,897.75</b>	<b>369</b>

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011. . . . .	1100	18,674,521.53	375
2. Salaries of Instructional Aides Per EC 41011. . . . .	2100	2,752,633.45	380
3. STRS. . . . .	3101 & 3102	4,992,507.20	382
4. PERS. . . . .	3201 & 3202	768,225.69	383
5. OASDI - Regular, Medicare and Alternative. . . . .	3301 & 3302	590,320.70	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .	3401 & 3402	1,517,010.61	385
7. Unemployment Insurance. . . . .	3501 & 3502	112,316.96	390
8. Workers' Compensation Insurance. . . . .	3601 & 3602	367,045.38	392
9. OPEB, Active Employees (EC 41372). . . . .	3751 & 3752	0.00	
10. Other Benefits (EC 22310). . . . .	3901 & 3902	101,941.19	393

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10) . . . . .	29,876,522.71	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .	224,752.92	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)* . . . . .	224,752.92	396
14. TOTAL SALARIES AND BENEFITS. . . . .	29,651,769.79	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .	60.46%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .		

**PART III: DEFICIENCY AMOUNT**

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	60.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	60.46%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369). . . . .	49,042,897.75
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	0.00

**PART IV: Explanation for adjustments entered in Part I, Column 4b (required)**

Column 4B includes the exemption of Resource 3218 (ESSER funding) as these resource has no teacher salary and benefit expenses.


**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

- 1. Salaries and benefits paid through pay roll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 1,805,572.67
- 2. Contracted general administrative positions not paid through pay roll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through pay roll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 42,595,494.15

**C. Percentage of Plant Services Costs Attributable to General Administration**

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.24%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. \_\_\_\_\_

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**A. Indirect Costs**

- 1. Other General Administration, less portion charged to restricted resources or specific goals  
(Functions 7200-7600, objects 1000-5999, minus Line B9) 1,876,849.36
- 2. Centralized Data Processing, less portion charged to restricted resources or specific goals  
(Function 7700, objects 1000-5999, minus Line B10) 625,960.71



3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	32,400.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	179,135.86
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	2,714,345.93
9. Carry-Forward Adjustment (Part IV, Line F)	574,075.51
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	3,288,421.44
<b>B. Base Costs</b>	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	33,914,265.70
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	5,394,635.76
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	3,775,217.03
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	29,030.25
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	57,640.97
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	3,357.50
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	927,415.67
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	43,702.93
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	79,873.96
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	4,045,766.49
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	250,298.49
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	740,819.50
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,287,674.23
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	50,549,698.48
<b>C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment</b>	
<b>(For information only - not for use when claiming/recovering indirect costs)</b>	
(Line A8 divided by Line B19)	5.37%
<b>D. Preliminary Proposed Indirect Cost Rate</b>	
<b>(For final approved fixed-with-carry-forward rate for use in 2024-25 see www.cde.ca.gov/fg/ac/ic)</b>	
(Line A10 divided by Line B19)	6.51%

**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	2,714,345.93
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	(598,504.62)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (3.05%) times Part III, Line B19); zero if negative	574,075.51
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (3.05%) times Part III, Line B19) or (the highest rate used to recover costs from any program (3.05%) times Part III, Line B19); zero if positive	0.00
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	574,075.51
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	574,075.51

Approved indirect cost rate: 3.05%  
Highest rate used in any program: 3.05%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	1,439,807.04	43,914.11	3.05%
01	3010	715,147.93	21,812.01	3.05%
01	3213	1,293,119.96	39,440.16	3.05%
01	3214	1,125,596.16	34,330.68	3.05%
01	3305	155,141.23	4,731.81	3.05%
01	3306	1,935.96	59.05	3.05%
01	3308	20,909.27	637.73	3.05%
01	3311	4,040.94	123.25	3.05%
01	4035	98,936.72	2,585.28	2.61%
01	4127	65,314.20	1,992.08	3.05%
01	4203	102,621.06	3,129.94	3.05%
01	5634	15,590.71	475.52	3.05%
01	6010	484,763.63	14,785.29	3.05%
01	6053	145,698.93	4,443.00	3.05%
01	6266	537,570.71	16,395.90	3.05%
01	6546	95,989.61	2,927.68	3.05%
01	6690	1,119.65	34.13	3.05%
01	7311	1,851.35	56.47	3.05%
01	7435	584,795.60	17,836.27	3.05%
01	8150	1,226,203.37	37,399.20	3.05%
01	9010	696,904.84	18,062.11	2.59%
12	5059	24,036.28	733.11	3.05%
12	6105	674,578.50	20,574.64	3.05%
12	6127	13,484.72	411.28	3.05%
13	5310	1,147,448.71	34,997.19	3.05%
13	5320	112,813.51	3,440.81	3.05%
13	5330	27,412.01	836.07	3.05%

Unaudited Actuals  
2022-23 Unaudited Actuals  
LOTTERY REPORT  
Revenues, Expenditures and  
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	654,479.27		187,637.94	842,117.21
2. State Lottery Revenue	8560	683,559.08		343,222.99	1,026,782.07
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		1,338,038.35	0.00	530,860.93	1,868,899.28
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	0.00		0.00	0.00
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employee Benefits	3000-3999	0.00		0.00	0.00
4. Books and Supplies	4000-4999	133,697.61		180,533.84	314,231.45
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	207,751.88			207,751.88
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			82,564.26	82,564.26
6. Capital Outlay	6000-6999	185,126.94		0.00	185,126.94
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		526,576.43	0.00	263,098.10	789,674.53
<b>C. ENDING BALANCE (Must equal Line A6 minus Line B12)</b>	979Z	811,461.92	0.00	267,762.83	1,079,224.75
<b>D. COMMENTS:</b>					
Expenditures under object 5100 and 5800 are for software curriculum and licenses.					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b>	<b>2021-22 Actual</b>			<b>2022-23 Actual</b>		
2021-22 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	24,517,857.54	0.00	24,517,857.54			27,959,003.82
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	2,918.93	0.00	2,918.93			3,094.80
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2021-22</b>			<b>Adjustments to 2022-23</b>		
3. District Lapses, Reorganizations and Other Transfers		0.00				
4. Temporary Voter Approved Increases		0.00				
5. Less: Lapses of Voter Approved Increases		0.00				
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)		0.00				
<b>B. CURRENT YEAR GANN ADA</b>	<b>2022-23 P2 Report</b>			<b>2023-24 P2 Estimate</b>		
2022-23 data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district)						
1. Total K-12 ADA (Form A, Line A6)	3,094.80		3,094.80	3,062.34		3,062.34
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			3,094.80			3,062.34
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2022-23 Actual</b>			<b>2023-24 Budget</b>		
<b>TAXES AND SUBVENTIONS (Funds 01, 09, and 62)</b>						
1. Homeowners' Exemption (Object 8021)	32,507.41		32,507.41	31,097.00		31,097.00
2. Timber Yield Tax (Object 8022)	.45		.45	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	4,195,482.75		4,195,482.75	4,197,125.00		4,197,125.00
5. Unsecured Roll Taxes (Object 8042)	147,138.76		147,138.76	134,343.00		134,343.00
6. Prior Years' Taxes (Object 8043)	87,682.60		87,682.60	24,311.00		24,311.00
7. Supplemental Taxes (Object 8044)	331,495.87		331,495.87	391,330.00		391,330.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,802,149.14		2,802,149.14	1,993,767.00		1,993,767.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	2,516.96		2,516.96	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	637,956.42		637,956.42	536,810.00		536,810.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	8,236,930.36	0.00	8,236,930.36	7,308,783.00	0.00	7,308,783.00
<b>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</b>						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	8,236,930.36	0.00	8,236,930.36	7,308,783.00	0.00	7,308,783.00
<b>EXCLUDED APPROPRIATIONS</b>						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			622,411.70			646,363.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	1,668,762.26		1,668,762.26	1,485,146.00		1,485,146.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	1,668,762.26	0.00	2,291,173.96	1,485,146.00	0.00	2,131,509.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	30,834,239.00		30,834,239.00	32,431,639.00		32,431,639.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	143,801.00		143,801.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	30,978,040.00	0.00	30,978,040.00	32,431,639.00	0.00	32,431,639.00



	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
Gann Contact Person	Contact Phone Number					

**2022-23 Unaudited Actuals**  
**FEDERAL GRANT AWARDS**  
**REVENUES, AND EXPENDITURES - ALL FUNDS**  
**SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF**  
**UNEARNED REVENUES**

Description	001	002	003	004	005	006	007
FEDERAL PROGRAM NAME	ESSA: Title I Part A	ESSER III Fund	ESSER III: Learning Loss	ESSER II: State Reserve	ELOG: ESSER III State Reserve	Special ED: ARP IDEA Sec 611	Special Ed: ARP IDEA Part B, Local Assistance ISPs
FEDERAL CATALOG NUMBER	84.010	84.425	84.425U	84.425	84.425	84.027	84.027
RESOURCE CODE	3010	3213	3214	3216	3218	3305	3306
REVENUE OBJECT	8290	8290	8290	8290	8290	8182	8182
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Carry over	53,725.59	3,722,120.68	1,429,580.51	317,120.50	165,949.50	159,873.04	2,024.16
2. a. Current Year Award	769,342.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Transferability (ESSA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Adj Curr Yr Award							
(sum lines 2a, 2b, & 2c)	769,342.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award							
(sum lines 1, 2d, & 3)	823,067.59	3,722,120.68	1,429,580.51	317,120.50	165,949.50	159,873.04	2,024.16
<b>REVENUES</b>							
5. Unearned Revenue Deferred from Prior Year	53,725.59	0.00	272,753.51	54,675.50	0.00	0.00	0.00
6. Cash Received in Current Year	767,399.00	1,953,625.08	714,702.60	262,445.00	165,949.50	0.00	0.00
7. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	821,124.59	1,953,625.08	987,456.11	317,120.50	165,949.50	0.00	0.00
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	750,568.19	2,446,512.12	1,202,919.34	317,120.50	165,949.50	159,873.04	1,995.01
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	750,568.19	2,446,512.12	1,202,919.34	317,120.50	165,949.50	159,873.04	1,995.01
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts							



2022-23 Unaudited Actuals  
FEDERAL GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	001	002	003	004	005	006	007
(line 8 minus line 9 plus line 12)	70,556.40	(492,887.04)	(215,463.23)	0.00	0.00	(159,873.04)	(1,995.01)
a. Unearned Revenue	70,556.40	0.00	0.00	0.00	0.00	0.00	0.00
b. Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Accounts Receivable	0.00	492,887.04	215,463.23	0.00	0.00	159,873.04	1,995.01
14. Unused Grant Award Calculation (line 4 minus line 9)	72,499.40	1,275,608.56	226,661.17	0.00	0.00	0.00	29.15
15. If Carry over is allowed, enter line 14 amount here	72,499.40	1,275,608.56	226,661.17	0.00	0.00	0.00	29.15
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	750,568.19	2,446,512.12	1,202,919.34	317,120.50	165,949.50	159,873.04	1,995.01

2022-23 Unaudited Actuals  
FEDERAL GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	008	009	010	011	012	013	014
FEDERAL PROGRAM NAME	IDEA 619 ARP Preschool Grant One Time AB128	Special Ed: Basic Local Assistance Part B Sec 611	Federal IDEA PP Student Private School ISP	Special Ed: IDEA Preschool Grants	Special Ed: IDEA Mental Health Allocation Plan	ESSA: Title II, Part A, Supporting Effective Instruction	ESSA: Title IV, Part A, Student Support
FEDERAL CATALOG NUMBER	84.173	84.027	84.027	84.173	84.027A	84.367	84.424
RESOURCE CODE	3308	3310	3311	3315	3327	4035	4127
REVENUE OBJECT	8182	8181	8181	8182	8182	8290	8290
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Carryover	0.00	0.00	19,941.14	0.00	0.00	0.00	0.00
2. a. Current Year Award	0.00	823,363.00	10,634.00	43,873.00	38,761.00	117,022.00	68,465.00
b. Transferability (ESSA)	0.00	3,607.00	(3,607.00)	0.00	0.00	0.00	0.00
c. Other Adjustments	21,547.00	.15	(2,951.00)	0.00	0.00	0.00	0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	21,547.00	826,970.15	4,076.00	43,873.00	38,761.00	117,022.00	68,465.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2d, & 3)	21,547.00	826,970.15	24,017.14	43,873.00	38,761.00	117,022.00	68,465.00
<b>REVENUES</b>							
5. Unearned Revenue Deferred from Prior Year	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Cash Received in Current Year	0.00	3,607.15	0.00	0.00	0.00	115,754.00	66,967.00
7. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	0.00	3,607.15	0.00	0.00	0.00	115,754.00	66,967.00
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	21,547.00	826,970.15	4,164.19	43,873.00	38,761.00	117,022.00	68,465.00
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	21,547.00	826,970.15	4,164.19	43,873.00	38,761.00	117,022.00	68,465.00
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(21,547.00)	(823,363.00)	(4,164.19)	(43,873.00)	(38,761.00)	(1,268.00)	(1,498.00)

2022-23 Unaudited Actuals  
FEDERAL GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	008	009	010	011	012	013	014
a. Unearned Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Accounts Receivable	21,547.00	823,363.00	4,164.19	43,873.00	38,761.00	1,268.00	1,498.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	19,852.95	0.00	0.00	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here	0.00	0.00	19,852.95	0.00	0.00	0.00	0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	21,547.00	826,970.15	4,164.19	43,873.00	38,761.00	117,022.00	68,465.00

2022-23 Unaudited Actuals  
FEDERAL GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	015	016	TOTAL
	ESSA: Title III, English Learner Student Program	ARP: Homeless children and Youth	
FEDERAL PROGRAM NAME			
FEDERAL CATALOG NUMBER	84.365	84.425	
RESOURCE CODE	4203	5634	
REVENUE OBJECT	8290	8290	
LOCAL DESCRIPTION (if any)			
<b>AWARD</b>			
1. Prior Year Carryover	6,245.00	27,725.00	5,904,305.12
2. a. Current Year Award	99,506.00	0.00	1,970,966.00
b. Transferability (ESSA)	0.00	0.00	0.00
c. Other Adjustments	0.00	0.00	18,596.15
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	99,506.00	0.00	1,989,562.15
3. Required Matching Funds/Other	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2d, & 3)	105,751.00	27,725.00	7,893,867.27
<b>REVENUES</b>			
5. Unearned Revenue Deferred from Prior Year	0.00	6,931.00	388,085.60
6. Cash Received in Current Year	73,941.00	7,546.00	4,131,936.33
7. Contributed Matching Funds	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	73,941.00	14,477.00	4,520,021.93
<b>EXPENDITURES</b>			
9. Donor-Authorized Expenditures	105,751.00	16,066.23	6,287,557.27
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	105,751.00	16,066.23	6,287,557.27
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(31,810.00)	(1,589.23)	(1,767,535.34)

2022-23 Unaudited Actuals  
FEDERAL GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	015	016	
a. Unearned Revenue	0.00	0.00	70,556.40
b. Accounts Payable	0.00	0.00	0.00
c. Accounts Receivable	31,810.00	1,589.23	1,838,091.74
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	11,658.77	1,606,310.00
15. If Carryover is allowed, enter line 14 amount here	0.00	11,658.77	1,606,310.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	105,751.00	16,066.23	6,287,557.27

2022-23 Unaudited Actuals  
STATE GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	001	002	003	004	005	006	
STATE PROGRAM NAME	ASES	UPK Planning and Implementation Grant	TUPE Grades 6-12	Child Development: PreK and Family Literacy	Child Development: California State Preschool Program	Child Development: QRIS Block Grant	<b>TOTAL</b>
RESOURCE CODE	6010	6053	6690	6052	6105	6127	
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)				Fund 12	Fund 12	Fund 12	
<b>AWARD</b>							
1. Prior Year Carry over	94,366.23	149,626.46	1,153.78	0.00	0.00	0.00	245,146.47
2. a. Current Year Award	453,624.29	213,377.00	0.00	5,000.00	700,398.00	13,896.00	1,386,295.29
b. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	453,624.29	213,377.00	0.00	5,000.00	700,398.00	13,896.00	1,386,295.29
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	547,990.52	363,003.46	1,153.78	5,000.00	700,398.00	13,896.00	1,631,441.76
<b>REVENUES</b>							
5. Unearned Revenue Deferred from Prior Year	49,003.80	148,121.46	0.00	0.00	0.00	0.00	197,125.26
6. Cash Received in Current Year	453,624.29	214,882.00	553.78	3,911.00	547,505.49	13,896.00	1,234,372.56
7. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	502,628.09	363,003.46	553.78	3,911.00	547,505.49	13,896.00	1,431,497.82
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	547,990.52	150,141.93	1,153.78	5,000.00	695,153.14	13,896.00	1,413,335.37
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	547,990.52	150,141.93	1,153.78	5,000.00	695,153.14	13,896.00	1,413,335.37
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(45,362.43)	212,861.53	(600.00)	(1,089.00)	(147,647.65)	0.00	18,162.45
a. Unearned Revenue	0.00	212,861.53	0.00	0.00	0.00	0.00	212,861.53
b. Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**2022-23 Unaudited Actuals**  
**STATE GRANT AWARDS**  
**REVENUES, AND EXPENDITURES - ALL FUNDS**  
**SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF**  
**UNEARNED REVENUES**

Description	001	002	003	004	005	006	
c. Accounts Receivable	45,362.43	0.00	600.00	1,089.00	147,647.65	0.00	194,699.08
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	212,861.53	0.00	0.00	5,244.86	0.00	218,106.39
15. If Carryover is allowed, enter line 14 amount here	0.00	0.00	0.00	0.00	5,244.86	0.00	5,244.86
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	547,990.52	150,141.93	1,153.78	5,000.00	695,153.14	13,896.00	1,413,335.37

2022-23 Unaudited Actuals  
LOCAL GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	001	TOTAL
LOCAL PROGRAM NAME		
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
<b>AWARD</b>		
1. Prior Year Carry over		0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award		
(sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award		
(sum lines 1, 2c, & 3)	0.00	0.00
<b>REVENUES</b>		
5. Unearned Revenue Deferred from Prior Year		0.00
6. Cash Received in Current Year		0.00
7. Contributed Matching Funds		0.00
8. Total Available (sum lines 5, 6, & 7)	0.00	0.00
<b>EXPENDITURES</b>		
9. Donor-Authorized Expenditures		0.00
10. Non Donor-Authorized Expenditures		0.00
11. Total Expenditures (lines 9 & 10)	0.00	0.00
12. Amounts Included in Line 6 above for Prior Year Adjustments		0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	0.00
a. Unearned Revenue		0.00
b. Accounts Payable		0.00
c. Accounts Receivable		0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00



2022-23 Unaudited Actuals  
LOCAL GRANT AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF  
UNEARNED REVENUES

Description	001	
15. If Carry over is allowed, enter line 14 amount here		0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	0.00	0.00

2022-23 Unaudited Actuals  
**FEDERAL AWARDS**  
**REVENUES, AND EXPENDITURES - ALL FUNDS**  
**SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING**  
**BALANCES**

Description	001	002	003	004	005	006	007
FEDERAL PROGRAM NAME	Child Development: ARP CSP Program One-Time Stipend	Child Development: ARP CSP Program Rate Supplements	Child Nutrition: School Programs	Child Nutrition: COVID CARES Supplemental Meal Reim	Child Nutrition: CACFP Claims	Child Nutrition: Summer Food Service Program	CACFP COVID Emergency Operational Costs Reimbursement
FEDERAL CATALOG NUMBER	93.575	93.575		84.425	10.558	10.559	10.558
RESOURCE CODE	5059	5066	5310	5316	5320	5330	5460
REVENUE OBJECT	8290	8290	8220	8220	8220	8220	8220
LOCAL DESCRIPTION (if any)	Fund 12	Fund 12	Fund 13	Fund 13	Fund 13	Fund 13	Fund 13
<b>AWARD</b>							
1. Prior Year Restricted							
Ending Balance	24,769.39	0.00	10,000.00	22,662.75	0.00	804,203.94	27,607.07
2. a. Current Year Award	0.00	67,316.00	2,753,432.35	0.00	328,664.32	178,773.08	0.00
b. Other Adjustments	0.00	0.00	804,203.94	0.00	0.00	(804,203.94)	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	67,316.00	3,557,636.29	0.00	328,664.32	(625,430.86)	0.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	24,769.39	67,316.00	3,567,636.29	22,662.75	328,664.32	178,773.08	27,607.07
<b>REVENUES</b>							
5. Cash Received in Current Year	0.00	67,316.00	2,404,036.17	0.00	288,849.97	98,779.58	0.00
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	804,203.94	0.00	0.00	(804,203.94)	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	349,396.18	0.00	39,814.35	79,993.50	0.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	349,396.18	0.00	39,814.35	79,993.50	0.00
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	67,316.00	2,753,432.35	0.00	328,664.32	178,773.08	0.00
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	24,769.39	67,316.00	1,960,300.87	22,662.75	328,664.32	62,233.11	27,607.07
11. Non Donor-Authorized							

2022-23 Unaudited Actuals  
FEDERAL AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	001	002	003	004	005	006	007
Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures (line 10 plus line 11)	24,769.39	67,316.00	1,960,300.87	22,662.75	328,664.32	62,233.11	27,607.07
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year (line 4 minus line 10)	0.00	0.00	1,607,335.42	0.00	0.00	116,539.97	0.00

2022-23 Unaudited Actuals  
FEDERAL AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

<b>Description</b>		<b>TOTAL</b>
FEDERAL PROGRAM NAME		
FEDERAL CATALOG NUMBER		
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
<b>AWARD</b>		
1. Prior Year Restricted		
Ending Balance		889,243.15
2. a. Current Year Award		3,328,185.75
b. Other Adjustments		0.00
c. Adj Curr Yr Award		
(sum lines 2a & 2b)		3,328,185.75
3. Required Matching Funds/Other		0.00
4. Total Available Award		
(sum lines 1, 2c, & 3)		4,217,428.90
<b>REVENUES</b>		
5. Cash Received in Current Year		2,858,981.72
6. Amounts Included in Line 5 for		
Prior Year Adjustments		0.00
7. a. Accounts Receivable		
(line 2c minus lines 5 & 6)		469,204.03
b. Noncurrent Accounts Receivable		0.00
c. Current Accounts Receivable		
(line 7a minus line 7b)		469,204.03
8. Contributed Matching Funds		0.00
9. Total Available		
(sum lines 5, 7c, & 8)		3,328,185.75
<b>EXPENDITURES</b>		
10. Donor-Authorized Expenditures		2,493,553.51
11. Non Donor-Authorized		
Expenditures		0.00
12. Total Expenditures		
(line 10 plus line 11)		2,493,553.51

2022-23 Unaudited Actuals  
 FEDERAL AWARDS  
 REVENUES, AND EXPENDITURES - ALL FUNDS  
 SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
 BALANCES

Description	
<b>RESTRICTED ENDING BALANCE</b>	
13. Current Year (line 4 minus line 10)	1,723,875.39

2022-23 Unaudited Actuals  
**STATE AWARDS**  
**REVENUES, AND EXPENDITURES - ALL FUNDS**  
**SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING**  
**BALANCES**

Description	001	002	003	004	005	006	007
STATE PROGRAM NAME	Expanded Learning Opportunities Grant	Educator Effectiveness	Lottery: Instructional Materials	CASPP	Special Education Early Intervention	State Mental Health Services	Arts, Music, and Instructional Materials Block Grant
RESOURCE CODE	2600	6266	6300	7828	6547	6546	6762
REVENUE OBJECT	8590	8590	8560	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Restricted							
Ending Balance	1,078,928.06	930,089.37	187,637.94	2,585.23	288,568.00	19,372.58	0.00
2. a. Current Year Award	2,836,384.00	0.00	291,094.67	12,017.48	376,115.00	102,970.00	1,819,924.60
b. Other Adjustments	0.00	0.00	52,128.32	0.00	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	2,836,384.00	0.00	343,222.99	12,017.48	376,115.00	102,970.00	1,819,924.60
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	3,915,312.06	930,089.37	530,860.93	14,602.71	664,683.00	122,342.58	1,819,924.60
<b>REVENUES</b>							
5. Cash Received in Current Year	2,736,883.00	0.00	310,146.18	12,017.48	319,319.00	51,485.00	968,045.00
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	(63,973.19)	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	99,501.00	0.00	97,050.00	0.00	56,796.00	51,485.00	851,879.60
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	99,501.00	0.00	97,050.00	0.00	56,796.00	51,485.00	851,879.60
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	2,836,384.00	0.00	407,196.18	12,017.48	376,115.00	102,970.00	1,819,924.60
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	1,953,695.43	553,966.61	263,098.10	8,305.87	281,019.41	98,917.29	0.00
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00		0.00	0.00
12. Total Expenditures							

2022-23 Unaudited Actuals  
STATE AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	001	002	003	004	005	006	007
(line 10 plus line 11)	1,953,695.43	553,966.61	263,098.10	8,305.87	281,019.41	98,917.29	0.00
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year							
(line 4 minus line 10)	1,961,616.63	376,122.76	267,762.83	6,296.84	383,663.59	23,425.29	1,819,924.60

2022-23 Unaudited Actuals  
STATE AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	008	009	010	011	012	013	014
STATE PROGRAM NAME	2021 KIT Funds	2021 Food Svc Staff Training	2022 KIT Funds	Classified School Emp Block Grant	Classified School Employee Summer Program	Expanded Learning Opportunities Grant Para	Learning Recovery Emergency Block Grant
RESOURCE CODE	7028	7029	7032	7311	7415	7426	7435
REVENUE OBJECT	8520	520	8520	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Restricted							
Ending Balance	106,108.00	25,472.00	0.00	23,686.13	0.00	77,108.64	0.00
2. a. Current Year Award	0.00	0.00	500,877.00	0.00	213,473.00	0.00	4,305,593.00
b. Other Adjustments	0.00	0.00	0.00	0.00	22,291.00	0.00	(620,005.39)
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00	500,877.00	0.00	235,764.00	0.00	3,685,587.61
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	106,108.00	25,472.00	500,877.00	23,686.13	235,764.00	77,108.64	3,685,587.61
<b>REVENUES</b>							
5. Cash Received in Current Year	0.00	0.00	500,877.00	0.00	22,291.00	0.00	4,305,593.00
6. Amounts Included in Line 5 for							
Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	0.00	213,473.00	0.00	(620,005.39)
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	0.00	213,473.00	0.00	(620,005.39)
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	0.00	500,877.00	0.00	235,764.00	0.00	3,685,587.61
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	96,752.96	5,982.38	0.00	1,907.82	235,764.00	77,108.64	602,631.87
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures							



2022-23 Unaudited Actuals  
STATE AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	008	009	010	011	012	013	014
(line 10 plus line 11)	96,752.96	5,982.38	0.00	1,907.82	235,764.00	77,108.64	602,631.87
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year							
(line 4 minus line 10)	9,355.04	19,489.62	500,877.00	21,778.31	0.00	0.00	3,082,955.74

2022-23 Unaudited Actuals  
STATE AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	015	016	017	
STATE PROGRAM NAME	Routine Restricted Maintenance Account	Special Education Apportionment	Child Development Reserve	<b>TOTAL</b>
RESOURCE CODE	8510	6500	6130	
REVENUE OBJECT	8980	8311	8990	
LOCAL DESCRIPTION (if any)			Fund 12	
<b>AWARD</b>				
1. Prior Year Restricted				
Ending Balance	0.00	0.00	61,683.87	2,801,239.82
2. a. Current Year Award	1,666,761.65	1,190,648.00	3,974.00	13,319,832.40
b. Other Adjustments	0.00	27,500.00	0.00	(518,086.07)
c. Adj Curr Yr Award (sum lines 2a & 2b)	1,666,761.65	1,218,148.00	3,974.00	12,801,746.33
3. Required Matching Funds/Other	0.00	4,542,984.20	0.00	4,542,984.20
4. Total Available Award (sum lines 1, 2c, & 3)	1,666,761.65	5,761,132.20	65,657.87	20,145,970.35
<b>REVENUES</b>				
5. Cash Received in Current Year	1,666,761.65	876,593.45	1,509.00	11,771,520.76
6. Amounts Included in Line 5 for				
Prior Year Adjustments	0.00	0.00	0.00	(63,973.19)
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	341,554.55	2,465.00	1,094,198.76
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	341,554.55	2,465.00	1,094,198.76
8. Contributed Matching Funds	0.00	4,542,984.20	0.00	4,542,984.20
9. Total Available (sum lines 5, 7c, & 8)	1,666,761.65	5,761,132.20	3,974.00	17,408,703.72
<b>EXPENDITURES</b>				
10. Donor-Authorized Expenditures	1,666,761.65	5,761,132.20	0.00	11,607,044.23
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00
12. Total Expenditures				

2022-23 Unaudited Actuals  
 STATE AWARDS  
 REVENUES, AND EXPENDITURES - ALL FUNDS  
 SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
 BALANCES

Description	015	016	017	
(line 10 plus line 11)	1,666,761.65	5,761,132.20	0.00	11,607,044.23
<b>RESTRICTED ENDING BALANCE</b>				
13. Current Year				
(line 4 minus line 10)	0.00	0.00	65,657.87	8,538,926.12

**2022-23 Unaudited Actuals**  
**LOCAL AWARDS**  
**REVENUES, AND EXPENDITURES - ALL FUNDS**  
**SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING**  
**BALANCES**

Description	001	002	003	004	005	006	007
LOCAL PROGRAM NAME	Medi Cal	School Based Medi Cal Admin	CalSHAPE Grant	School Based Medi-cal Admin	Autozone Rent	CAL HOPE Student Support	CA Space Grant Consortium
RESOURCE CODE	9010	9010	9010	9010	9010	9150	9154
REVENUE OBJECT	8699	8699	8699	8699	8650	8699	8699
LOCAL DESCRIPTION (if any)	Local 474	Local 475	Local 610	Local 721	Local 860		
<b>AWARD</b>							
1. Prior Year Restricted							
Ending Balance	165,900.25	46,143.88	0.00	0.00	0.00	0.00	13,226.30
2. a. Current Year Award	151,249.90	51,005.83	56,280.00	66,666.66	72,252.15	16,249.90	0.00
b. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	151,249.90	51,005.83	56,280.00	66,666.66	72,252.15	16,249.90	0.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	317,150.15	97,149.71	56,280.00	66,666.66	72,252.15	16,249.90	13,226.30
<b>REVENUES</b>							
5. Cash Received in Current Year	151,249.90	51,005.83	56,280.00	0.00	65,652.15	0.00	0.00
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	66,666.66	6,600.00	16,249.90	0.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	66,666.66	6,600.00	16,249.90	0.00
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	151,249.90	51,005.83	56,280.00	66,666.66	72,252.15	16,249.90	0.00
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	78,258.96	1,840.25	0.00	11,790.82	0.00	16,249.90	0.00
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures							

2022-23 Unaudited Actuals  
LOCAL AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	001	002	003	004	005	006	007
(line 10 plus line 11)	78,258.96	1,840.25	0.00	11,790.82	0.00	16,249.90	0.00
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year							
(line 4 minus line 10)	238,891.19	95,309.46	56,280.00	54,875.84	72,252.15	0.00	13,226.30

2022-23 Unaudited Actuals  
**LOCAL AWARDS**  
**REVENUES, AND EXPENDITURES - ALL FUNDS**  
**SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING**  
**BALANCES**

Description	008	009	010	011	012	013	014
LOCAL PROGRAM NAME	CALLI	Central Valley Foundation/JBMF	First Five	GHALEP	Galt Schools JPA	Migrant Ed	Murphy Memorial
RESOURCE CODE	9156	9185	9328	9352	9353	9590	9595
REVENUE OBJECT	8699	8699	8699	8699	8699	8689	8699
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Restricted							
Ending Balance	13,082.03	27,780.49	0.00	2,177.26	0.00	9,223.22	2,224.39
2. a. Current Year Award	0.00	100,000.00	206,944.00	0.00	13,110.39	123,589.30	73.59
b. Other Adjustments	0.00	0.00	0.00	111.50	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	100,000.00	206,944.00	111.50	13,110.39	123,589.30	73.59
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	13,082.03	127,780.49	206,944.00	2,288.76	13,110.39	132,812.52	2,297.98
<b>REVENUES</b>							
5. Cash Received in Current Year	0.00	100,000.00	125,398.54	111.50	0.00	0.00	73.59
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	81,545.46	0.00	13,110.39	123,589.30	0.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	81,545.46	0.00	13,110.39	123,589.30	0.00
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	100,000.00	206,944.00	111.50	13,110.39	123,589.30	73.59
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	0.00	127,780.49	206,944.00	450.00	12,841.85	132,812.52	2,297.98
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures							

2022-23 Unaudited Actuals  
LOCAL AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	008	009	010	011	012	013	014
(line 10 plus line 11)	0.00	127,780.49	206,944.00	450.00	12,841.85	132,812.52	2,297.98
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year							
(line 4 minus line 10)	13,082.03	0.00	0.00	1,838.76	268.54	0.00	0.00

2022-23 Unaudited Actuals  
LOCAL AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	015	016	017	018	
LOCAL PROGRAM NAME	Non-Agency Services	Meantl Health SVC ACT	Visiting Educator Through CDE	Capital Facilities Fund Other Local	<b>TOTAL</b>
RESOURCE CODE	9600	9841	9890	9010	
REVENUE OBJECT	8689	8699	8699	Multiple	
LOCAL DESCRIPTION (if any)					
<b>AWARD</b>					
1. Prior Year Restricted					
Ending Balance	0.00	0.00	0.00	1,529,184.53	1,808,942.35
2. a. Current Year Award	3,357.50	9,885.00	123,373.54	810,824.63	1,804,862.39
b. Other Adjustments	0.00	0.00	0.00	0.00	111.50
c. Adj Curr Yr Award (sum lines 2a & 2b)	3,357.50	9,885.00	123,373.54	810,824.63	1,804,973.89
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	3,357.50	9,885.00	123,373.54	2,340,009.16	3,613,916.24
<b>REVENUES</b>					
5. Cash Received in Current Year	3,357.50	0.00	55,994.44	667,524.95	1,276,648.40
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	9,885.00	67,379.10	143,299.68	528,325.49
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	9,885.00	67,379.10	143,299.68	528,325.49
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	3,357.50	9,885.00	123,373.54	810,824.63	1,804,973.89
<b>EXPENDITURES</b>					
10. Donor-Authorized Expenditures	3,357.50	3,102.12	123,373.54	1,038,653.72	1,759,753.65
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures					



2022-23 Unaudited Actuals  
LOCAL AWARDS  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING  
BALANCES

Description	015	016	017	018	
(line 10 plus line 11)	3,357.50	3,102.12	123,373.54	1,038,653.72	1,759,753.65
<b>RESTRICTED ENDING BALANCE</b>					
13, Current Year					
(line 4 minus line 10)	0.00	6,782.88	0.00	1,301,355.44	1,854,162.59

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
<b>Governmental Activities:</b>						
Capital assets not being depreciated:						
Land	3,885,138.00		3,885,138.00	0.00		3,885,138.00
Work in Progress	593,429.88		593,429.88	1,967,234.83		2,560,664.71
Total capital assets not being depreciated	4,478,567.88	0.00	4,478,567.88	1,967,234.83	0.00	6,445,802.71
Capital assets being depreciated:						
Land Improvements	1,864,113.00		1,864,113.00	0.00		1,864,113.00
Buildings	80,382,917.00		80,382,917.00	846,848.00		81,229,765.00
Equipment	3,825,454.00		3,825,454.00	736,265.00		4,561,719.00
Total capital assets being depreciated	86,072,484.00	0.00	86,072,484.00	1,583,113.00	0.00	87,655,597.00
Accumulated Depreciation for:						
Land Improvements	(197,761.00)		(197,761.00)	(93,206.00)		(290,967.00)
Buildings	(49,656,341.00)		(49,656,341.00)	(2,796,684.00)		(52,453,025.00)
Equipment	(2,923,792.00)		(2,923,792.00)	(173,314.00)		(3,097,106.00)
Total accumulated depreciation	(52,777,894.00)	0.00	(52,777,894.00)	(3,063,204.00)	0.00	(55,841,098.00)
Total capital assets being depreciated, net excluding lease and subscription assets	33,294,590.00	0.00	33,294,590.00	(1,480,091.00)	0.00	31,814,499.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Governmental activity capital assets, net	37,773,157.88	0.00	37,773,157.88	487,143.83	0.00	38,260,301.71
<b>Business-Type Activities:</b>						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

Description	2022-23 Unaudited Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,086.13	3,097.70	3,323.97	3,054.40	3,054.40	3,219.40
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above e)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above e)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	3,086.13	3,097.70	3,323.97	3,054.40	3,054.40	3,219.40
<b>5. District Funded County Program ADA</b>						
a. County Community Schools		.55				
b. Special Education-Special Day Class	8.67	8.14	8.67	7.94	7.94	7.94
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	8.67	8.69	8.67	7.94	7.94	7.94
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	3,094.80	3,106.39	3,332.64	3,062.34	3,062.34	3,227.34
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2022-23 Unaudited Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education Grant ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Adults in Correctional Facilities</b>						
<b>5. County Operations Grant ADA</b>						
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2022-23 Unaudited Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>						
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	0.00	0.00	0.00	0.00	0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	14,143.91	123,780.00	775.1%
4) Other Local Revenue		8600-8799	1,853,853.41	1,522,836.00	-17.9%
5) TOTAL, REVENUES			1,867,997.32	1,646,616.00	-11.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,730,466.28	1,794,906.00	3.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,730,466.28	1,794,906.00	3.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			137,531.04	(148,290.00)	-207.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			137,531.04	(148,290.00)	-207.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,514,769.92	1,652,300.96	9.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,514,769.92	1,652,300.96	9.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,514,769.92	1,652,300.96	9.1%
2) Ending Balance, June 30 (E + F1e)			1,652,300.96	1,504,010.96	-9.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,652,300.96	1,504,010.96	-9.0%
Bond Interest and Redemption	0000	9780	1,652,300.96		
Bond Interest and Redemption	0000	9780		1,504,010.96	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,634,440.96		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	18,870.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,653,310.96		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	1,010.00		
6) TOTAL, LIABILITIES			1,010.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			1,652,300.96		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	14,067.35	12,620.00	-10.3%
Other Subventions/In-Lieu Taxes		8572	76.56	111,160.00	145,093.3%
TOTAL, OTHER STATE REVENUE			14,143.91	123,780.00	775.1%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	1,684,305.26	1,474,030.00	-12.5%
Unsecured Roll		8612	48,909.75	48,806.00	-0.2%
Prior Years' Taxes		8613	26,184.99	0.00	-100.0%
Supplemental Taxes		8614	64,323.26	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	646.32	0.00	-100.0%
Interest		8660	29,483.83	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,853,853.41	1,522,836.00	-17.9%
TOTAL, REVENUES			1,867,997.32	1,646,616.00	-11.9%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	4,000.00	New
Debt Service - Interest		7438	775,466.28	750,906.00	-3.2%
Other Debt Service - Principal		7439	955,000.00	1,040,000.00	8.9%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,730,466.28	1,794,906.00	3.7%
TOTAL, EXPENDITURES			1,730,466.28	1,794,906.00	3.7%
<b>INTERFUND TRANSFERS</b>					

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs					
		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	14,143.91	123,780.00	775.1%
4) Other Local Revenue		8600-8799	1,853,853.41	1,522,836.00	-17.9%
5) TOTAL, REVENUES			1,867,997.32	1,646,616.00	-11.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	1,730,466.28	1,794,906.00	3.7%
10) TOTAL, EXPENDITURES			1,730,466.28	1,794,906.00	3.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			137,531.04	(148,290.00)	-207.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			137,531.04	(148,290.00)	-207.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,514,769.92	1,652,300.96	9.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,514,769.92	1,652,300.96	9.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,514,769.92	1,652,300.96	9.1%
2) Ending Balance, June 30 (E + F1e)			1,652,300.96	1,504,010.96	-9.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,652,300.96	1,504,010.96	-9.0%
Bond Interest and Redemption	0000	9780	1,652,300.96		
Bond Interest and Redemption	0000	9780		1,504,010.96	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Unaudited Actuals	2023-24 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,680,069.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	69,559.00	5,000.00	-92.8%
5) TOTAL, REVENUES			8,749,628.00	5,000.00	-99.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	6,075.60	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	37,768.00	10,000.00	-73.5%
6) Capital Outlay		6000-6999	552,647.04	4,206,110.00	661.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			596,490.64	4,216,110.00	606.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			8,153,137.36	(4,211,110.00)	-151.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			8,153,137.36	(4,211,110.00)	-151.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	8,153,137.36	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	8,153,137.36	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	8,153,137.36	New
2) Ending Balance, June 30 (E + F1e)			8,153,137.36	3,942,027.36	-51.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	8,153,137.36	3,937,027.36	-51.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	5,000.00	New
County School Facilities Fund	0000	9780		5,000.00	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	8,240,474.36		
1) Fair Value Adjustment to Cash in County Treasury		9111	(32,235.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	77,348.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			8,285,587.36		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	132,450.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			132,450.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			8,153,137.36		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	8,680,069.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			8,680,069.00	0.00	-100.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	101,794.00	5,000.00	-95.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	(32,235.00)	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			69,559.00	5,000.00	-92.8%
TOTAL, REVENUES			8,749,628.00	5,000.00	-99.9%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	6,075.60	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,075.60	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	37,768.00	10,000.00	-73.5%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			37,768.00	10,000.00	-73.5%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	552,647.04	4,206,110.00	661.1%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			552,647.04	4,206,110.00	661.1%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			596,490.64	4,216,110.00	606.8%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,680,069.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	69,559.00	5,000.00	-92.8%
5) TOTAL, REVENUES			8,749,628.00	5,000.00	-99.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		596,490.64	4,216,110.00	606.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			596,490.64	4,216,110.00	606.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			8,153,137.36	(4,211,110.00)	-151.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			8,153,137.36	(4,211,110.00)	-151.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	8,153,137.36	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	8,153,137.36	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	8,153,137.36	New
2) Ending Balance, June 30 (E + F1e)			8,153,137.36	3,942,027.36	-51.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	8,153,137.36	3,937,027.36	-51.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	5,000.00	New
County School Facilities Fund	0000	9780		5,000.00	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

	Resource	Description	2022-23 Unaudited Actuals	2023-24 Budget
	7710	State School Facilities Projects	8,153,137.36	3,937,027.36
Total, Restricted Balance			8,153,137.36	3,937,027.36



Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	527.00	552.00	4.7%
4) Other Local Revenue		8600-8799	805,211.63	292,500.00	-63.7%
5) TOTAL, REVENUES			805,738.63	293,052.00	-63.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	49,436.45	51,657.00	4.5%
3) Employee Benefits		3000-3999	20,813.29	21,639.00	4.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	98,368.98	62,600.00	-36.4%
6) Capital Outlay		6000-6999	848,987.06	1,229,340.00	44.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,017,605.78	1,365,236.00	34.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(211,867.15)	(1,072,184.00)	406.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	21,574.94	20,000.00	-7.3%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(21,574.94)	(20,000.00)	-7.3%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(233,442.09)	(1,092,184.00)	367.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,529,184.53	1,295,742.44	-15.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,529,184.53	1,295,742.44	-15.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,529,184.53	1,295,742.44	-15.3%
2) Ending Balance, June 30 (E + F1e)			1,295,742.44	203,558.44	-84.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,295,742.44	203,558.44	-84.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,430,626.49		
1) Fair Value Adjustment to Cash in County Treasury		9111	(5,613.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	143,299.68		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,568,313.17		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	250,995.79		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	21,574.94		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			272,570.73		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			1,295,742.44		
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	527.00	552.00	4.7%
TOTAL, OTHER STATE REVENUE			527.00	552.00	4.7%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	62,364.99	35,000.00	-43.9%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	50,988.00	7,500.00	-85.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	(5,613.00)	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	697,471.64	250,000.00	-64.2%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			805,211.63	292,500.00	-63.7%
TOTAL, REVENUES			805,738.63	293,052.00	-63.6%
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	49,436.45	51,657.00	4.5%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			49,436.45	51,657.00	4.5%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	527.00	552.00	4.7%
PERS		3201-3202	12,542.04	13,782.00	9.9%
OASDI/Medicare/Alternative		3301-3302	3,703.25	3,405.00	-8.1%
Health and Welfare Benefits		3401-3402	2,525.39	2,616.00	3.6%
Unemployment Insurance		3501-3502	247.21	26.00	-89.5%
Workers' Compensation		3601-3602	807.26	844.00	4.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	461.14	414.00	-10.2%
<b>TOTAL, EMPLOYEE BENEFITS</b>			20,813.29	21,639.00	4.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	98,368.98	62,600.00	-36.4%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			98,368.98	62,600.00	-36.4%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	848,987.06	1,229,340.00	44.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			848,987.06	1,229,340.00	44.8%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			1,017,605.78	1,365,236.00	34.2%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	21,574.94	20,000.00	-7.3%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			21,574.94	20,000.00	-7.3%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>Proceeds</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
<b>Other Sources</b>					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(21,574.94)	(20,000.00)	-7.3%

Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	527.00	552.00	4.7%
4) Other Local Revenue		8600-8799	805,211.63	292,500.00	-63.7%
5) TOTAL, REVENUES			805,738.63	293,052.00	-63.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		117,636.72	104,896.00	-10.8%
8) Plant Services	8000-8999		898,919.06	1,260,340.00	40.2%
9) Other Outgo	9000-9999	Except 7600-7699	1,050.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			1,017,605.78	1,365,236.00	34.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			(211,867.15)	(1,072,184.00)	406.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	21,574.94	20,000.00	-7.3%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(21,574.94)	(20,000.00)	-7.3%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(233,442.09)	(1,092,184.00)	367.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,529,184.53	1,295,742.44	-15.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,529,184.53	1,295,742.44	-15.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,529,184.53	1,295,742.44	-15.3%
2) Ending Balance, June 30 (E + F1e)			1,295,742.44	203,558.44	-84.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,295,742.44	203,558.44	-84.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Unaudited Actuals	2023-24 Budget
9010	Other Restricted Local	1,295,742.44	203,558.44
Total, Restricted Balance		1,295,742.44	203,558.44

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,050.00	1,700.00	-78.9%
5) TOTAL, REVENUES			8,050.00	1,700.00	-78.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			8,050.00	1,700.00	-78.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			8,050.00	1,700.00	-78.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	275,402.23	283,452.23	2.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			275,402.23	283,452.23	2.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			275,402.23	283,452.23	2.9%
2) Ending Balance, June 30 (E + F1e)			283,452.23	285,152.23	0.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
c) Committed					
Other Assignments		9780	283,452.23	285,152.23	0.6%
Reserve for Post Employment Benefits	0000	9780	283,452.23		
Special Reserve Fund for Postemployment Benefits	0000	9780		285,152.23	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties					
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	278,313.23		
1) Fair Value Adjustment to Cash in County Treasury		9111	(1,085.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	6,224.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			283,452.23		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b> (must agree with line F2) (G10 + H2) - (I6 + J2)					
			283,452.23		
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	9,135.00	1,700.00	-81.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	(1,085.00)	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			8,050.00	1,700.00	-78.9%
TOTAL, REVENUES			8,050.00	1,700.00	-78.9%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,050.00	1,700.00	-78.9%
5) TOTAL, REVENUES			8,050.00	1,700.00	-78.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			8,050.00	1,700.00	-78.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			8,050.00	1,700.00	-78.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	275,402.23	283,452.23	2.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			275,402.23	283,452.23	2.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			275,402.23	283,452.23	2.9%
2) Ending Balance, June 30 (E + F1e)			283,452.23	285,152.23	0.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	283,452.23	285,152.23	0.6%
Reserve for Post Employment Benefits	0000	9780	283,452.23		
Special Reserve Fund for Postemployment Benefits	0000	9780		285,152.23	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Unaudited Actuals	2023-24 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,006,346.13	2,138,658.00	6.6%
3) Other State Revenue		8300-8599	1,216,813.83	1,069,998.00	-12.1%
4) Other Local Revenue		8600-8799	32,375.79	4,000.00	-87.6%
5) TOTAL, REVENUES			3,255,535.75	3,212,656.00	-1.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	792,117.27	822,084.00	3.8%
3) Employee Benefits		3000-3999	348,530.61	324,535.00	-6.9%
4) Books and Supplies		4000-4999	1,180,926.86	1,065,175.00	-9.8%
5) Services and Other Operating Expenditures		5000-5999	40,619.31	41,600.00	2.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	39,274.07	64,516.00	64.3%
9) TOTAL, EXPENDITURES			2,401,468.12	2,317,910.00	-3.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			854,067.63	894,746.00	4.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			854,067.63	894,746.00	4.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	864,473.76	1,718,541.39	98.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			864,473.76	1,718,541.39	98.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			864,473.76	1,718,541.39	98.8%
2) Ending Balance, June 30 (E + F1e)			1,718,541.39	2,613,287.39	52.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	10,000.00	0.00	-100.0%
Stores		9712	19,889.04	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,688,652.35	2,613,287.39	54.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,263,116.80		
1) Fair Value Adjustment to Cash in County Treasury		9111	(5,334.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	10,000.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	502,651.80		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	14,986.13		
6) Stores		9320	19,889.04		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,805,309.77		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	47,003.39		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	39,764.99		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			86,768.38		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(must agree with line F2) (G10 + H2) - (I6 + J2)			1,718,541.39		
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	2,006,346.13	2,138,658.00	6.6%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			2,006,346.13	2,138,658.00	6.6%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	1,216,813.83	1,069,998.00	-12.1%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,216,813.83	1,069,998.00	-12.1%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	1,501.55	0.00	-100.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	18,231.41	2,000.00	-89.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	(5,334.00)	0.00	-100.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	17,976.83	2,000.00	-88.9%
TOTAL, OTHER LOCAL REVENUE			32,375.79	4,000.00	-87.6%
TOTAL, REVENUES			3,255,535.75	3,212,656.00	-1.3%
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	661,980.94	688,703.00	4.0%
Classified Supervisors' and Administrators' Salaries		2300	92,178.30	92,178.00	0.0%
Clerical, Technical and Office Salaries		2400	37,958.03	41,203.00	8.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			792,117.27	822,084.00	3.8%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	171,351.73	147,062.00	-14.2%
OASDI/Medicare/Alternative		3301-3302	59,286.04	62,940.00	6.2%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
Health and Welfare Benefits		3401-3402	89,248.71	87,880.00	-1.5%
Unemployment Insurance		3501-3502	3,921.10	414.00	-89.4%
Workers' Compensation		3601-3602	12,950.13	13,433.00	3.7%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	11,770.90	12,806.00	8.8%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>348,530.61</b>	<b>324,535.00</b>	<b>-6.9%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	106,407.04	86,800.00	-18.4%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	1,074,519.82	978,375.00	-8.9%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>1,180,926.86</b>	<b>1,065,175.00</b>	<b>-9.8%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	551.96	1,000.00	81.2%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	8,427.59	8,100.00	-3.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	7,991.84	7,500.00	-6.2%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	23,647.92	25,000.00	5.7%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>40,619.31</b>	<b>41,600.00</b>	<b>2.4%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	39,274.07	64,516.00	64.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>39,274.07</b>	<b>64,516.00</b>	<b>64.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>2,401,468.12</b>	<b>2,317,910.00</b>	<b>-3.5%</b>
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,006,346.13	2,138,658.00	6.6%
3) Other State Revenue		8300-8599	1,216,813.83	1,069,998.00	-12.1%
4) Other Local Revenue		8600-8799	32,375.79	4,000.00	-87.6%
5) TOTAL, REVENUES			3,255,535.75	3,212,656.00	-1.3%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		2,353,766.46	2,245,294.00	-4.6%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		39,274.07	64,516.00	64.3%
8) Plant Services	8000-8999		8,427.59	8,100.00	-3.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,401,468.12	2,317,910.00	-3.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			854,067.63	894,746.00	4.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			854,067.63	894,746.00	4.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	864,473.76	1,718,541.39	98.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			864,473.76	1,718,541.39	98.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			864,473.76	1,718,541.39	98.8%
2) Ending Balance, June 30 (E + F1e)			1,718,541.39	2,613,287.39	52.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	10,000.00	0.00	-100.0%
Stores		9712	19,889.04	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,688,652.35	2,613,287.39	54.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Unaudited Actuals	2023-24 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	1,572,112.38	2,471,354.42
5330	Child Nutrition: Summer Food Service Program Operations	116,539.97	141,932.97
Total, Restricted Balance		1,688,652.35	2,613,287.39



Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	67,316.00	0.00	-100.0%
3) Other State Revenue		8300-8599	737,769.14	757,719.00	2.7%
4) Other Local Revenue		8600-8799	3,949.00	1,000.00	-74.7%
5) TOTAL, REVENUES			809,034.14	758,719.00	-6.2%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	315,772.95	290,463.00	-8.0%
2) Classified Salaries		2000-2999	174,196.32	179,112.00	2.8%
3) Employee Benefits		3000-3999	190,632.78	184,114.00	-3.4%
4) Books and Supplies		4000-4999	12,445.45	10,839.00	-12.9%
5) Services and Other Operating Expenditures		5000-5999	47,772.00	70,717.00	48.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	21,719.03	22,474.00	3.5%
9) TOTAL, EXPENDITURES			762,538.53	757,719.00	-0.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			46,495.61	1,000.00	-97.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			46,495.61	1,000.00	-97.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	158,661.75	132,948.87	-16.2%
b) Audit Adjustments		9793	(72,208.49)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			86,453.26	132,948.87	53.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			86,453.26	132,948.87	53.8%
2) Ending Balance, June 30 (E + F1e)			132,948.87	133,948.87	0.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	132,948.87	133,948.87	0.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	2,166.75		
1) Fair Value Adjustment to Cash in County Treasury		9111	(25.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	151,201.65		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	939.45		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9360	0.00		
10) TOTAL, ASSETS			154,282.85		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	345.37		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	20,988.61		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			21,333.98		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(must agree with line F2) (G10 + H2) - (I6 + J2)			132,948.87		
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8265	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	67,316.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			67,316.00	0.00	-100.0%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	695,153.14	700,398.00	0.8%
All Other State Revenue	All Other	8590	42,616.00	57,321.00	34.5%
TOTAL, OTHER STATE REVENUE			737,769.14	757,719.00	2.7%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	3,974.00	1,000.00	-74.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	(25.00)	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,949.00	1,000.00	-74.7%
TOTAL, REVENUES			809,034.14	758,719.00	-6.2%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	315,772.95	290,463.00	-8.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			315,772.95	290,463.00	-8.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	115,427.33	118,314.00	2.5%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
Classified Support Salaries		2200	27,267.19	27,988.00	2.6%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	31,501.80	32,810.00	4.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>174,196.32</b>	<b>179,112.00</b>	<b>2.8%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	83,539.77	80,300.00	-3.9%
PERS		3201-3202	24,597.96	30,756.00	25.0%
OASDI/Medicare/Alternative		3301-3302	17,592.93	17,951.00	2.0%
Health and Welfare Benefits		3401-3402	50,714.09	45,182.00	-10.9%
Unemployment Insurance		3501-3502	2,452.65	236.00	-90.4%
Workers' Compensation		3601-3602	10,120.16	8,072.00	-20.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,615.22	1,617.00	0.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>190,632.78</b>	<b>184,114.00</b>	<b>-3.4%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	12,445.45	10,839.00	-12.9%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>12,445.45</b>	<b>10,839.00</b>	<b>-12.9%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	44,443.13	34,813.00	-21.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,500.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,410.00	1,410.00	0.0%
Communications		5900	418.87	34,494.00	8,135.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>47,772.00</b>	<b>70,717.00</b>	<b>48.0%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	21,719.03	22,474.00	3.5%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>21,719.03</b>	<b>22,474.00</b>	<b>3.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>762,538.53</b>	<b>757,719.00</b>	<b>-0.6%</b>
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	67,316.00	0.00	-100.0%
3) Other State Revenue		8300-8599	737,769.14	757,719.00	2.7%
4) Other Local Revenue		8600-8799	3,949.00	1,000.00	-74.7%
5) TOTAL, REVENUES			809,034.14	758,719.00	-6.2%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		601,858.59	567,703.00	-5.7%
2) Instruction - Related Services	2000-2999		51,709.15	89,371.00	72.8%
3) Pupil Services	3000-3999		23,146.81	23,819.00	2.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		21,719.03	22,474.00	3.5%
8) Plant Services	8000-8999		64,104.95	54,352.00	-15.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			762,538.53	757,719.00	-0.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			46,495.61	1,000.00	-97.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			46,495.61	1,000.00	-97.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	158,661.75	132,948.87	-16.2%
b) Audit Adjustments		9793	(72,208.49)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			86,453.26	132,948.87	53.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			86,453.26	132,948.87	53.8%
2) Ending Balance, June 30 (E + F1e)			132,948.87	133,948.87	0.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Unaudited Actuals	2023-24 Budget
5066	Child Development: ARP California State Preschool Program - Rate Supplements	67,291.00	67,291.00
6130	Child Development: Center-Based Reserve Account	65,657.87	66,657.87
Total, Restricted Balance		132,948.87	133,948.87

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	221,126.49	0.00	-100.0%
5) TOTAL, REVENUES			221,126.49	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	250,298.49	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			250,298.49	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(29,172.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(29,172.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	145,974.22	116,802.22	-20.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			145,974.22	116,802.22	-20.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			145,974.22	116,802.22	-20.0%
2) Ending Balance, June 30 (E + F1e)			116,802.22	116,802.22	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	116,802.22	116,802.22	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	116,802.22		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			116,802.22		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(must agree with line F2) (G10 + H2) - (I6 + J2)			116,802.22		
<b>REVENUES</b>					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
All Other Local Revenue		8699	221,126.49	0.00	-100.0%
<b>TOTAL, REVENUES</b>			221,126.49	0.00	-100.0%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Materials and Supplies		4300	250,298.49	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			250,298.49	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			250,298.49	0.00	-100.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of					
Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from					
Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	221,126.49	0.00	-100.0%
5) TOTAL, REVENUES			221,126.49	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		250,298.49	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			250,298.49	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(29,172.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(29,172.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	145,974.22	116,802.22	-20.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			145,974.22	116,802.22	-20.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			145,974.22	116,802.22	-20.0%
2) Ending Balance, June 30 (E + F1e)			116,802.22	116,802.22	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	116,802.22	116,802.22	0.0%
c) Committed					

Description	Function Codes	Object Codes	2022-23 Unaudited Actuals	2023-24 Budget	Percent Difference
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

	Resource	Description	2022-23	
			Unaudited Actuals	2023-24 Budget
	8210	Student Activity Funds	116,802.22	116,802.22
Total, Restricted Balance			116,802.22	116,802.22

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	39,214,036.36	0.00	39,214,036.36	39,735,226.00	0.00	39,735,226.00	1.3%
2) Federal Revenue		8100-8299	0.00	6,287,830.27	6,287,830.27	0.00	3,048,206.00	3,048,206.00	-51.5%
3) Other State Revenue		8300-8599	1,058,997.08	12,583,629.41	13,642,626.49	1,096,530.00	6,223,021.00	7,319,551.00	-46.3%
4) Other Local Revenue		8600-8799	785,166.25	2,212,297.27	2,997,463.52	294,907.00	2,077,352.00	2,372,259.00	-20.9%
5) TOTAL, REVENUES			41,058,199.69	21,083,756.95	62,141,956.64	41,126,663.00	11,348,579.00	52,475,242.00	-15.6%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	16,231,469.03	5,988,032.04	22,219,501.07	16,117,379.00	5,239,575.00	21,356,954.00	-3.9%
2) Classified Salaries		2000-2999	5,734,553.14	3,907,472.69	9,642,026.03	5,929,633.00	4,006,189.00	9,935,822.00	3.0%
3) Employee Benefits		3000-3999	7,625,838.01	5,120,650.75	12,746,488.76	7,562,397.00	5,146,280.00	12,708,677.00	-0.3%
4) Books and Supplies		4000-4999	864,133.44	1,768,809.26	2,632,942.70	1,178,194.00	1,332,464.00	2,510,658.00	-4.6%
5) Services and Other Operating Expenditures		5000-5999	2,259,514.81	2,581,699.51	4,841,214.32	2,072,102.00	2,229,713.00	4,301,815.00	-11.1%
6) Capital Outlay		6000-6999	722,226.53	1,617,258.04	2,339,484.57	1,670,169.00	320,000.00	1,990,169.00	-14.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	90,715.00	6,625.00	97,340.00	65,369.00	0.00	65,369.00	-32.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(328,164.77)	265,171.67	(60,993.10)	(393,606.00)	306,616.00	(86,990.00)	42.6%
9) TOTAL, EXPENDITURES			33,202,285.19	21,255,719.16	54,458,004.35	34,201,657.00	18,580,837.00	52,782,494.00	-3.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			7,855,914.50	(171,962.21)	7,683,952.29	6,925,006.00	(7,232,258.00)	(307,252.00)	-104.0%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	21,574.94	0.00	21,574.94	20,000.00	0.00	20,000.00	-7.3%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	5,000.00	0.00	5,000.00	New
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,180,455.96)	6,180,455.96	0.00	(6,307,995.00)	6,307,995.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,158,881.02)	6,180,455.96	21,574.94	(6,282,995.00)	6,307,995.00	25,000.00	15.9%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>									
			1,697,033.48	6,008,493.75	7,705,527.23	642,011.00	(924,263.00)	(282,252.00)	-103.7%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	10,771,728.88	2,973,169.89	13,744,898.77	12,422,618.48	9,027,807.52	21,450,426.00	56.1%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,771,728.88	2,973,169.89	13,744,898.77	12,422,618.48	9,027,807.52	21,450,426.00	56.1%
d) Other Restatements		9795	(46,143.88)	46,143.88	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,725,585.00	3,019,313.77	13,744,898.77	12,422,618.48	9,027,807.52	21,450,426.00	56.1%
2) Ending Balance, June 30 (E + F1e)			12,422,618.48	9,027,807.52	21,450,426.00	13,064,629.48	8,103,544.52	21,168,174.00	-1.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	381,080.79	0.00	381,080.79	381,080.79	0.00	381,080.79	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	9,027,807.52	9,027,807.52	0.00	8,108,223.90	8,108,223.90	-10.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	6,913,693.92	0.00	6,913,693.92	7,567,402.92	0.00	7,567,402.92	9.5%
Textbook Adoptions	0000	9760	2,102,232.00		2,102,232.00			0.00	
Technology Upgrades/Replacements	0000	9760	1,000,000.00		1,000,000.00			0.00	
Facilities	0000	9760	3,000,000.00		3,000,000.00			0.00	
Lottery Funds	1100	9760	811,461.92		811,461.92			0.00	
Textbook Adoptions	0000	9760			0.00	2,200,000.00		2,200,000.00	
Technology Upgrades/Replacements	0000	9760			0.00	1,100,000.00		1,100,000.00	
Facilities	0000	9760			0.00	3,000,000.00		3,000,000.00	
Supplemental Concentration Funds	0000	9760			0.00	473,607.00		473,607.00	
Lottery Funds	1100	9760			0.00	793,795.92		793,795.92	
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,633,740.13	0.00	1,633,740.13	1,583,474.82	0.00	1,583,474.82	-3.1%
Unassigned/Unappropriated Amount		9790	3,474,103.64	0.00	3,474,103.64	3,512,670.95	(4,679.38)	3,507,991.57	1.0%
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	12,862,478.31	6,698,265.65	19,560,743.96				
1) Fair Value Adjustment to Cash in County Treasury		9111	(79,334.00)	0.00	(79,334.00)				

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) in Banks		9120	1,000.00	0.00	1,000.00				
c) in Revolving Cash Account		9130	20,000.00	0.00	20,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	1,095,054.86	3,914,900.65	5,009,955.51				
4) Due from Grantor Government		9290	39,400.46	0.00	39,400.46				
5) Due from Other Funds		9310	82,325.85	2.69	82,328.54				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	381,080.79	0.00	381,080.79				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			14,402,006.27	10,613,168.99	25,015,175.26				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	1,979,387.79	1,286,017.96	3,265,405.75				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	15,925.58	15,925.58				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	283,417.93	283,417.93				
6) TOTAL, LIABILITIES			1,979,387.79	1,585,361.47	3,564,749.26				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			12,422,618.48	9,027,807.52	21,450,426.00				
<b>LCFF SOURCES</b>									
Principal Apportionment									
State Aid - Current Year		8011	28,165,503.00	0.00	28,165,503.00	22,513,315.00	0.00	22,513,315.00	-20.1%
Education Protection Account State Aid - Current Year		8012	2,668,736.00	0.00	2,668,736.00	9,918,324.00	0.00	9,918,324.00	271.6%
State Aid - Prior Years		8019	143,801.00	0.00	143,801.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	32,507.41	0.00	32,507.41	31,097.00	0.00	31,097.00	-4.3%
Timber Yield Tax		8022	.45	0.00	.45	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	4,195,482.75	0.00	4,195,482.75	4,197,125.00	0.00	4,197,125.00	0.0%
Unsecured Roll Taxes		8042	147,138.76	0.00	147,138.76	134,343.00	0.00	134,343.00	-8.7%
Prior Years' Taxes		8043	87,682.60	0.00	87,682.60	24,311.00	0.00	24,311.00	-72.3%
Supplemental Taxes		8044	331,495.87	0.00	331,495.87	391,330.00	0.00	391,330.00	18.0%
Education Revenue Augmentation Fund (ERAF)		8045	2,802,149.14	0.00	2,802,149.14	1,993,767.00	0.00	1,993,767.00	-28.8%
Community Redevelopment Funds (SB 617/699/1992)		8047	637,956.42	0.00	637,956.42	536,810.00	0.00	536,810.00	-15.9%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	2,516.96	0.00	2,516.96	0.00	0.00	0.00	-100.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			39,214,970.36	0.00	39,214,970.36	39,740,422.00	0.00	39,740,422.00	1.3%
<b>LCFF Transfers</b>									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(934.00)	0.00	(934.00)	(5,196.00)	0.00	(5,196.00)	456.3%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			39,214,036.36	0.00	39,214,036.36	39,735,226.00	0.00	39,735,226.00	1.3%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	831,134.34	831,134.34	0.00	844,195.00	844,195.00	1.6%
Special Education Discretionary Grants		8182	0.00	266,049.05	266,049.05	0.00	81,964.00	81,964.00	-69.2%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		750,568.19	750,568.19		767,399.00	767,399.00	2.2%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		117,022.00	117,022.00		115,754.00	115,754.00	-1.1%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290		105,751.00	105,751.00		93,575.00	93,575.00	-11.5%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		68,465.00	68,465.00		66,967.00	66,967.00	-2.2%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	4,148,840.69	4,148,840.69	0.00	1,078,352.00	1,078,352.00	-74.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	6,287,830.27	6,287,830.27	0.00	3,048,206.00	3,048,206.00	-51.5%
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	500,877.00	500,877.00	0.00	0.00	0.00	-100.0%
Mandated Costs Reimbursements		8550	101,560.00	0.00	101,560.00	101,560.00	0.00	101,560.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	683,559.08	343,222.99	1,026,782.07	542,334.00	213,743.00	756,077.00	-26.4%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		547,990.52	547,990.52		453,624.00	453,624.00	-17.2%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		1,153.78	1,153.78		0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	273,878.00	11,190,385.12	11,464,263.12	452,636.00	5,555,654.00	6,008,290.00	-47.6%
<b>TOTAL, OTHER STATE REVENUE</b>			1,058,997.08	12,583,629.41	13,642,626.49	1,096,530.00	6,223,021.00	7,319,551.00	-46.3%
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	35,100.00	72,252.15	107,352.15	12,480.00	75,600.00	88,080.00	-18.0%
Interest		8660	495,895.46	73.59	495,969.05	100,000.00	0.00	100,000.00	-79.8%



Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Net Increase (Decrease) in the Fair Value of Investments		8662	(79,334.00)	0.00	(79,334.00)	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	90,252.77	0.00	90,252.77	125,094.00	53,055.00	178,149.00	97.4%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	126,946.80	126,946.80	0.00	127,999.00	127,999.00	0.8%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	243,252.02	794,876.73	1,038,128.75	57,333.00	602,550.00	659,883.00	-36.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		1,218,148.00	1,218,148.00		1,218,148.00	1,218,148.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			785,166.25	2,212,297.27	2,997,463.52	294,907.00	2,077,352.00	2,372,259.00	-20.9%
<b>TOTAL, REVENUES</b>			41,058,199.69	21,083,756.95	62,141,956.64	41,126,663.00	11,348,579.00	52,475,242.00	-15.6%
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	13,867,995.06	4,806,526.47	18,674,521.53	13,426,542.00	3,969,043.00	17,395,585.00	-6.8%
Certificated Pupil Support Salaries		1200	556,909.94	462,498.80	1,019,408.74	809,508.00	254,252.00	1,063,760.00	4.4%
Certificated Supervisors' and Administrators' Salaries		1300	1,803,064.03	496,342.58	2,299,406.59	1,880,829.00	205,833.00	2,086,662.00	-9.3%
Other Certificated Salaries		1900	3,500.00	222,664.21	226,164.21	500.00	810,447.00	810,947.00	258.6%
<b>TOTAL, CERTIFICATED SALARIES</b>			16,231,469.03	5,988,032.04	22,219,501.07	16,117,379.00	5,239,575.00	21,356,954.00	-3.9%
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	635,060.00	2,117,573.45	2,752,633.45	633,595.00	2,327,899.00	2,961,494.00	7.6%
Classified Support Salaries		2200	2,131,926.11	692,893.09	2,824,809.20	2,220,872.00	640,642.00	2,861,514.00	1.3%
Classified Supervisors' and Administrators' Salaries		2300	477,104.15	121,332.34	598,436.49	474,470.00	125,865.00	600,335.00	0.3%
Clerical, Technical and Office Salaries		2400	1,893,340.24	239,662.79	2,133,003.03	1,907,415.00	161,780.00	2,069,195.00	-3.0%
Other Classified Salaries		2900	597,122.64	736,021.22	1,333,143.86	693,281.00	749,982.00	1,443,263.00	8.3%
<b>TOTAL, CLASSIFIED SALARIES</b>			5,734,553.14	3,907,472.89	9,642,026.03	5,929,633.00	4,006,189.00	9,935,822.00	3.0%
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	2,998,972.06	2,327,336.83	5,926,310.89	2,993,992.00	2,939,688.00	5,933,680.00	0.1%
PERS		3201-3202	1,198,082.97	862,283.31	2,060,366.28	1,236,118.00	940,123.00	2,176,241.00	5.6%
OASDI/Medicare/Alternative		3301-3302	684,718.07	385,080.38	1,069,798.45	699,748.00	396,121.00	1,095,869.00	2.4%
Health and Welfare Benefits		3401-3402	1,559,412.43	700,162.81	2,259,575.24	1,586,955.00	675,912.00	2,262,867.00	0.1%
Unemployment Insurance		3501-3502	110,058.44	47,010.76	157,069.20	11,030.00	4,534.00	15,564.00	-90.1%
Workers' Compensation		3601-3602	356,119.33	155,808.60	511,927.93	359,906.00	147,566.00	507,472.00	-0.9%
OPEB, Allocated		3701-3702	206,949.04	0.00	206,949.04	173,993.00	0.00	173,993.00	-15.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	511,525.67	42,966.06	554,491.73	500,655.00	42,336.00	542,991.00	-2.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			7,625,838.01	5,120,650.75	12,746,488.76	7,562,397.00	5,146,280.00	12,708,677.00	-0.3%
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	0.00	54,954.17	54,954.17	20,000.00	35,000.00	55,000.00	0.1%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	788,424.91	1,476,048.20	2,264,471.11	1,097,211.00	1,212,464.00	2,309,675.00	2.0%
Noncapitalized Equipment		4400	75,708.53	237,808.89	313,517.42	60,983.00	85,000.00	145,983.00	-53.4%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			864,133.44	1,768,809.26	2,632,942.70	1,178,194.00	1,332,464.00	2,510,658.00	-4.6%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	118,565.01	977,882.68	1,096,447.69	107,050.00	721,676.00	828,726.00	-24.4%
Travel and Conferences		5200	41,785.18	79,801.69	121,586.87	34,100.00	44,019.00	78,119.00	-35.8%
Dues and Memberships		5300	29,203.67	2,306.50	31,510.17	27,105.00	400.00	27,505.00	-12.7%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Insurance		5400 - 5450	113,134.00	0.00	113,134.00	114,616.00	0.00	114,616.00	1.3%
Operations and Housekeeping Services		5500	883,534.25	8,630.72	892,164.97	884,276.00	7,000.00	891,276.00	-0.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	204,247.17	195,551.26	399,798.43	171,910.00	228,000.00	399,910.00	0.0%
Transfers of Direct Costs		5710	(9,491.75)	9,491.75	0.00	(12,000.00)	12,000.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	792,319.57	1,274,088.83	2,066,408.40	662,925.00	1,203,118.00	1,866,043.00	-9.7%
Communications		5900	86,217.71	33,946.08	120,163.79	82,120.00	13,500.00	95,620.00	-20.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>2,259,514.81</b>	<b>2,581,699.51</b>	<b>4,841,214.32</b>	<b>2,072,102.00</b>	<b>2,229,713.00</b>	<b>4,301,815.00</b>	<b>-11.1%</b>
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	130,453.56	1,185,683.74	1,316,137.30	1,471,000.00	0.00	1,471,000.00	11.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	450,814.67	83,686.68	534,501.35	0.00	90,000.00	90,000.00	-83.2%
Equipment Replacement		6500	140,958.30	347,887.62	488,845.92	199,189.00	230,000.00	429,189.00	-12.2%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>722,226.53</b>	<b>1,617,258.04</b>	<b>2,339,484.57</b>	<b>1,670,189.00</b>	<b>320,000.00</b>	<b>1,990,189.00</b>	<b>-14.9%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	6,625.00	6,625.00	0.00	0.00	0.00	-100.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	90,715.00	0.00	90,715.00	65,369.00	0.00	65,369.00	-27.9%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>90,715.00</b>	<b>6,625.00</b>	<b>97,340.00</b>	<b>65,369.00</b>	<b>0.00</b>	<b>65,369.00</b>	<b>-32.8%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(265,171.67)	265,171.67	0.00	(306,616.00)	306,616.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(60,993.10)	0.00	(60,993.10)	(86,990.00)	0.00	(86,990.00)	42.6%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(326,164.77)</b>	<b>265,171.67</b>	<b>(60,993.10)</b>	<b>(393,606.00)</b>	<b>306,616.00</b>	<b>(86,990.00)</b>	<b>42.6%</b>
<b>TOTAL, EXPENDITURES</b>			<b>33,202,285.19</b>	<b>21,255,719.16</b>	<b>54,458,004.35</b>	<b>34,201,657.00</b>	<b>18,580,837.00</b>	<b>52,782,494.00</b>	<b>-3.1%</b>
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	21,574.94	0.00	21,574.94	20,000.00	0.00	20,000.00	-7.3%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>21,574.94</b>	<b>0.00</b>	<b>21,574.94</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>-7.3%</b>
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	5,000.00	0.00	5,000.00	New
(c) TOTAL, SOURCES			0.00	0.00	0.00	5,000.00	0.00	5,000.00	New
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(6,180,455.96)	6,180,455.96	0.00	(6,307,995.00)	6,307,995.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(6,180,455.96)	6,180,455.96	0.00	(6,307,995.00)	6,307,995.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a- b + c - d + e)			(6,158,881.02)	6,180,455.96	21,574.94	(6,282,995.00)	6,307,995.00	25,000.00	15.9%

Description	Function Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	39,214,036.36	0.00	39,214,036.36	39,735,226.00	0.00	39,735,226.00	1.3%
2) Federal Revenue		8100-8299	0.00	6,287,830.27	6,287,830.27	0.00	3,048,206.00	3,048,206.00	-51.5%
3) Other State Revenue		8300-8599	1,058,997.08	12,583,629.41	13,642,626.49	1,096,530.00	6,223,021.00	7,319,551.00	-46.3%
4) Other Local Revenue		8600-8799	785,166.25	2,212,297.27	2,997,463.52	294,907.00	2,077,352.00	2,372,259.00	-20.9%
5) TOTAL, REVENUES			41,058,199.69	21,083,756.95	62,141,956.64	41,126,663.00	11,348,579.00	52,475,242.00	-15.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		19,922,672.09	14,640,829.23	34,563,501.32	19,604,033.00	13,142,236.00	32,746,269.00	-5.3%
2) Instruction - Related Services	2000-2999		3,867,618.89	1,542,433.48	5,410,052.37	3,947,973.00	2,236,854.00	6,184,827.00	14.3%
3) Pupil Services	3000-3999		2,937,874.20	1,180,355.31	4,118,229.51	2,963,751.00	1,011,585.00	3,975,336.00	-3.5%
4) Ancillary Services	4000-4999		10,997.61	18,032.64	29,030.25	0.00	24,248.00	24,248.00	-16.5%
5) Community Services	5000-5999		46,372.75	50,155.76	96,528.51	0.00	41,253.00	41,253.00	-57.3%
6) Enterprise	6000-6999		0.00	3,357.50	3,357.50	0.00	0.00	0.00	-100.0%
7) General Administration	7000-7999		3,408,897.57	407,886.44	3,816,784.01	3,235,242.00	412,286.00	3,647,528.00	-4.4%
8) Plant Services	8000-8999		2,917,137.08	3,408,043.80	6,325,180.88	4,385,289.00	1,712,375.00	6,097,664.00	-3.6%
9) Other Outgo	9000-9999	Except 7600-7699	90,715.00	6,625.00	97,340.00	65,369.00	0.00	65,369.00	-32.8%
10) TOTAL, EXPENDITURES			33,202,285.19	21,255,719.16	54,458,004.35	34,201,667.00	18,580,837.00	52,782,494.00	-3.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			7,855,914.50	(171,962.21)	7,683,952.29	6,925,006.00	(7,232,258.00)	(307,252.00)	-104.0%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	21,574.94	0.00	21,574.94	20,000.00	0.00	20,000.00	-7.3%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	5,000.00	0.00	5,000.00	New
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,180,455.96)	6,180,455.96	0.00	(6,307,995.00)	6,307,995.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,158,881.02)	6,180,455.96	21,574.94	(6,282,995.00)	6,307,995.00	25,000.00	15.9%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,697,033.48	6,008,493.75	7,705,527.23	642,011.00	(924,263.00)	(282,252.00)	-103.7%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	10,771,728.88	2,973,169.89	13,744,898.77	12,422,618.48	9,027,807.52	21,450,426.00	56.1%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,771,728.88	2,973,169.89	13,744,898.77	12,422,618.48	9,027,807.52	21,450,426.00	56.1%
d) Other Restatements		9795	(46,143.88)	46,143.88	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,725,585.00	3,019,313.77	13,744,898.77	12,422,618.48	9,027,807.52	21,450,426.00	56.1%
2) Ending Balance, June 30 (E + F1e)			12,422,618.48	9,027,807.52	21,450,426.00	13,064,629.48	8,103,544.52	21,168,174.00	-1.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	381,080.79	0.00	381,080.79	381,080.79	0.00	381,080.79	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	9,027,807.52	9,027,807.52	0.00	8,108,223.90	8,108,223.90	-10.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	6,913,693.92	0.00	6,913,693.92	7,567,402.92	0.00	7,567,402.92	9.5%
Textbook Adoptions	0000	9760	2,102,232.00		2,102,232.00			0.00	
Technology Upgrades/Replacements	0000	9760	1,000,000.00		1,000,000.00			0.00	
Facilities	0000	9760	3,000,000.00		3,000,000.00			0.00	
Lottery Funds	1100	9760	811,461.92		811,461.92			0.00	
Textbook Adoptions	0000	9760			0.00	2,200,000.00		2,200,000.00	
Technology Upgrades/Replacements	0000	9760			0.00	1,100,000.00		1,100,000.00	
Facilities	0000	9760			0.00	3,000,000.00		3,000,000.00	
Supplemental Concentration Funds	0000	9760			0.00	473,607.00		473,607.00	
Lottery Funds	1100	9760			0.00	793,795.92		793,795.92	
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,633,740.13	0.00	1,633,740.13	1,583,474.82	0.00	1,583,474.82	-3.1%
Unassigned/Unappropriated Amount		9790	3,474,103.64	0.00	3,474,103.64	3,512,670.95	(4,679.38)	3,507,991.57	1.0%

Resource	Description	2022-23	2023-24
		Unaudited Actuals	Budget
2600	Expanded Learning Opportunities Program	1,961,050.76	3,378,819.76
6266	Educator Effectiveness, FY 2021-22	376,122.76	19,317.76
6300	Lottery: Instructional Materials	267,762.83	211,505.83
6546	<del>Mental Health-Related Services</del>	23,425.29	23,425.29
6547	Special Education Early Intervention Preschool Grant	383,663.59	491,748.59
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	1,819,924.80	1,819,924.80
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	9,355.04	9,355.04
7029	Child Nutrition: Food Service Staff Training Funds	19,489.62	0.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	500,877.00	180,877.00
7311	Classified School Employee Professional Development Block Grant	21,778.31	21,778.31
7435	Learning Recovery Emergency Block Grant	3,082,955.74	1,307,750.74
7810	Other Restricted State	6,296.84	6,296.84
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	0.00	19,072.00
9010	Other Restricted Local	555,105.14	618,352.14
Total, Restricted Balance		9,027,807.52	8,108,223.90

Unaudited Actuals  
2022-23 Estimated Actuals  
Schedule of Long-Term Liabilities

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
<b>Governmental Activities:</b>							
General Obligation Bonds Payable	22,388,378.00	907,412.00	23,295,790.00	148,459.00	980,819.00	22,463,430.00	1,065,819.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable		345,949.00	345,949.00		72,932.00	273,017.00	77,177.00
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	1,219,781.99	(400,947.99)	818,834.00		381,080.00	437,754.00	218,877.00
Net Pension Liability	24,623,962.00		24,623,962.00	16,099,006.00		40,722,968.00	
Total/Net OPEB Liability	5,312,891.00		5,312,891.00	240,173.00		5,553,064.00	
Compensated Absences Payable	80,857.51		80,857.51	204,717.02	80,857.51	204,717.02	0.00
Subscription Liability			0.00			0.00	
Governmental activities long-term liabilities	53,625,870.50	852,413.01	54,478,283.51	16,692,355.02	1,515,688.51	69,654,950.02	1,361,873.00
<b>Business-Type Activities:</b>							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62			2022-23 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	54,458,004.35
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	6,287,830.27
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	96,528.51
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6910	1,202,913.68
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	16,199.35
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00

9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			0.00
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				1,315,641.54
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439  minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			0.00
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				46,854,532.54
<b>Section II - Expenditures Per ADA</b>				<b>2022-23 Annual ADA/Exps. Per ADA</b>
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)				3,106.39
B. Expenditures per ADA (Line I.E divided by Line II.A)				15,083.27



Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)		
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)		
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	40,169,592.13	13,721.56
B. Required effort (Line A.2 times 90%)	36,152,632.92	12,349.40
C. Current year expenditures (Line I.E and Line II.B)	46,854,532.54	15,083.27
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00

<p>E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)</p> <p>F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2024-25 may be reduced by the lower of the two percentages)</p>	<p>MOE Met</p>	
		<p>0.00%      0.00%</p>
<p><b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b></p>		
<p><b>Description of Adjustments</b></p>	<p><b>Total Expenditures</b></p>	<p><b>Expenditures Per ADA</b></p>
<p>Total adjustments to base expenditures</p>		<p>0.00      0.00</p>

**Unaudited Actuals**  
2022-23  
Form and Charter Schools Funds  
Program Cost Report  
Schedule of Allocation Factors (AF) for Support Costs

	Teacher Full-Time Equivalents				Classroom Units		Pupils Transported
	Instructional Supervision and Administration (Functions 2100 - 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
<b>A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)</b>	639,358.81	578,845.42	3,353,884.59	2,033,663.11	4,940,259.23	0.00	829,912.45
<b>B. Enter Allocation Factor(s) by Goal:</b> (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
<b>Instructional Goals</b>							
<b>Description</b>							
0001 Pre-Kindergarten	.75	.75	.75	.75	1.00	1.00	0.00
1110 Regular Education, K-12	149.40	149.40	149.40	149.40	182.69	182.69	234.00
3100 <b>Alternative Schools</b>							
3200 Continuation Schools							
3300 Independent Study Centers							
3400 Opportunity Schools							
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Career Technical Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Career Technical Education							
4760 Bilingual							
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	36.90	36.90	36.90	36.90	34.01	34.01	28.00
6000 ROC/P							
<b>Other Goals</b>							
<b>Description</b>							
7110 Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150 Nonagency - Other	3.00	3.00	3.00	3.00	3.00	3.00	0.00
8100 Community Services							
8500 Child Care and Development Services							
<b>Other Funds</b>							
<b>Description</b>							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)	4.85	4.85	4.85	4.85	3.50	3.50	0.00
-- Cafeteria (Funds 13 & 61)							
<b>C. Total Allocation Factors</b>	194.90	194.90	194.90	194.90	224.20	224.20	262.00

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
<b>Instructional Goals</b>							
0001	Pre-Kindergarten	308,302.64	47,454.04	355,756.68	26,451.38		382,208.06
1110	Regular Education, K-12	25,910,676.87	9,630,269.30	35,740,946.17	2,657,426.93		38,398,373.10
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	1,305,363.28	0.00	1,305,363.28	97,056.96		1,402,420.24
4850	Migrant Education	66,070.35	0.00	66,070.35	4,912.49		70,982.84
5000-5999	Special Education	8,975,471.37	2,088,720.16	11,064,191.53	822,649.75		11,886,841.28
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
<b>Other Goals</b>							
7110	Nonagency - Educational	0.00	0.00	0.00	0.00		0.00
7150	Nonagency - Other	12,841.85	167,781.18	180,623.03	13,429.76		194,052.79
8100	Community Services	96,528.51	0.00	96,528.51	7,177.13		103,705.64
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
<b>Other Costs</b>							
----	Food Services					172,934.06	172,934.06
----	Enterprise					3,357.50	3,357.50
----	Facilities Acquisition & Construction					1,316,610.30	1,316,610.30
----	Other Outgo					97,340.00	97,340.00
<b>Other Funds</b>	Adult Education, Child Development, Cafeteria, Foundation ((Column 3 + CAC, line C5) times CAC, line E)		241,498.91	241,498.91	248,672.70		490,171.61
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(60,993.10)		(60,993.10)
	<b>Total General Fund and Charter Schools Funds Expenditures</b>	36,675,254.87	12,375,723.59	49,050,978.46	3,816,784.00	1,590,241.86	54,458,004.32

Unaudited Actuals  
2022-23  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
<b>Instructional Goals</b>													
0001	Pre-Kindergarten	175,623.35	3,232.00	0.00	2,877.81	111,083.25	0.00	0.00			15,286.23	0.00	308,302.64
1110	Regular Education, K-12	25,644,960.46	128,806.72	1,090.33	11,591.61	44,182.38	0.00	29,030.25			51,025.12	0.00	25,910,676.87
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	885,642.52	7,430.00	16,418.84	361,445.70	34,426.22	0.00	0.00			0.00	0.00	1,305,363.28
4850	Migrant Education	18,819.88	0.00	0.00	385.00	46,865.47	0.00	0.00			0.00	0.00	66,070.35
5000-5999	Special Education	7,838,255.11	161,952.72	0.00	130,100.97	279,260.82	565,901.75	0.00			0.00	0.00	8,975,471.37
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
<b>Other Goals</b>													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	12,841.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,841.85
8100	Community Services		0.00	0.00	0.00	0.00	0.00	0.00	96,528.51	0.00	0.00	0.00	96,528.51
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Direct Charged Costs</b>		34,563,501.32	314,263.29	17,509.17	506,391.09	515,818.14	565,901.75	29,030.25	96,528.51	0.00	66,311.35	0.00	36,675,254.87

\* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals  
2022-23  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Allocated Support Costs (AC)

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
<b>Instructional Goals</b>					
0001	Pre-Kindergarten	25,418.99	22,035.05	0.00	47,454.04
1110	Regular Education, K-12	5,063,465.66	4,025,584.12	741,219.52	9,830,269.30
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	1,250,615.02	749,412.21	88,692.93	2,088,720.16
6000	ROC/P	0.00	0.00	0.00	0.00
<b>Other Goals</b>					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	101,676.02	66,105.16	0.00	167,781.18
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
<b>Other Funds</b>					
--	Adult Education (Fund 11)	0.00	0.00	0.00	0.00
--	Child Development (Fund 12)	164,376.22	77,122.69	0.00	241,498.91
--	Cafeteria (Funds 13 and 61)	0.00	0.00	0.00	0.00
<b>Total Allocated Support Costs</b>		<b>6,605,551.91</b>	<b>4,940,259.23</b>	<b>829,912.45</b>	<b>12,375,723.59</b>

**Unaudited Actuals**  
**2022-23**  
**General Fund and Charter Schools Funds**  
**Program Cost Report**  
**Schedule of Central Administration Costs (CAC)**

<b>A.</b>	<b>Central Administration Costs in General Fund and Charter Schools Funds</b>	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	927,415.67
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000 - 7999)	32,400.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	2,026,999.83
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	890,961.61
5	<b>Total Central Administration Costs in General Fund and Charter Schools Funds</b>	<b>3,877,777.11</b>
<b>B.</b>	<b>Direct Charged and Allocated Costs in General Fund and Charter Schools Funds</b>	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	36,675,254.87
2	Total Allocated Costs (from Form PCR, Column 2, Total)	12,375,723.59
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	49,050,978.46
<b>C.</b>	<b>Direct Charged Costs in Other Funds</b>	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	740,819.50
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	2,362,194.05
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	3,103,013.55
<b>D.</b>	<b>Total Direct Charged and Allocated Costs (B3 + C5)</b>	<b>52,153,992.01</b>
<b>E.</b>	<b>Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)</b>	<b>7.44%</b>

Unaudited Actuals  
 2022-23  
 General Fund and Charter Schools Funds  
 Program Cost Report  
 Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 6500)	Other Outgo (Functions 9000- 9999)	Total
Food Services (Objects 1000-5999, 6400-6920)	172,934.06				172,934.06
Enterprise (Objects 1000-5999, 6400-6920)		3,357.50			3,357.50
Facilities Acquisition & Construction (Objects 1000-6700)			1,316,610.30		1,316,610.30
Other Outgo (Objects 1000 - 7999)				97,340.00	97,340.00
<b>Total Other Costs</b>	172,934.06	3,357.50	1,316,610.30	97,340.00	1,590,241.86



Unaudited Actuals  
2022-23 Estimated Actuals Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(60,993.10)				
Other Sources/Uses Detail					21,574.94	0.00		
Fund Reconciliation							82,328.54	15,925.58
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	21,719.03	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							939.45	20,988.61
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	39,274.07	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							14,986.13	39,764.99
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		

Unaudited Actuals  
2022-23 Estimated Actuals Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	21,574.94		
Fund Reconciliation							0.00	21,574.94
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								

Unaudited Actuals  
2022-23 Estimated Actuals Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								

Unaudited Actuals  
 2022-23 Estimated Actuals Unaudited Actuals  
 SUMMARY OF INTERFUND ACTIVITIES  
 FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
<b>TOTALS</b>	0.00	0.00	60,993.10	(60,993.10)	21,574.94	21,574.94	98,254.12	98,254.12

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
<b>UNDUPLICATED PUPIL COUNT</b>									
<b>TOTAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-9999)</b>									
1000-1999	Certificated Salaries	267,171.33	0.00	118,460.56	0.00	430,600.26	3,037,015.25		3,853,247.40
2000-2999	Classified Salaries	283,708.69	0.00	0.00	0.00	140,152.42	1,504,306.89		1,928,168.00
3000-3999	Employee Benefits	221,171.55	0.00	38,618.28	0.00	195,507.13	1,851,018.92		2,306,315.88
4000-4999	Books and Supplies	78,363.25	0.00	2,087.88	0.00	9,535.54	32,756.93		122,743.60
5000-5999	Services and Other Operating Expenditures	97,743.23	0.00	709.00	0.00	84,554.85	575,031.86		758,038.94
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	6,957.55	0.00		6,957.55
7130	State Special Schools	6,625.00	0.00	0.00	0.00	0.00	0.00		6,625.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7310	Total Direct Costs	954,783.05	0.00	159,875.72	0.00	867,307.75	7,000,129.85	0.00	8,982,096.37
7350	Transfers of Indirect Costs	5,551.84	0.00	0.00	0.00	0.00	0.00		5,551.84
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	2,088,720.22							2,088,720.22
	Total Indirect Costs and PCR Allocations	2,094,272.06	0.00	159,875.72	0.00	867,307.75	7,000,129.85	0.00	2,094,272.06
	TOTAL COSTS	3,049,055.11	0.00	159,875.72	0.00	867,307.75	7,000,129.85	0.00	11,076,368.43
<b>FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)</b>									
1000-1999	Certificated Salaries	169,264.25	0.00	0.00	0.00	234,534.52	4,262.90		408,061.67
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	64,707.49	527,566.52		592,274.01
3000-3999	Employee Benefits	57,001.26	0.00	0.00	0.00	82,723.31	234,372.87		374,097.44
4000-4999	Books and Supplies	635.34	0.00	0.00	0.00	1,021.45	2,440.82		4,097.61
5000-5999	Services and Other Operating Expenditures	3,521.87	0.00	0.00	0.00	0.00	750.00		4,271.87
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7310	Total Direct Costs	230,422.72	0.00	0.00	0.00	382,986.77	769,393.11	0.00	1,382,802.60
7350	Transfers of Indirect Costs	5,551.84	0.00	0.00	0.00	0.00	0.00		5,551.84
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	5,551.84	0.00	0.00	0.00	0.00	0.00	0.00	5,551.84
8980	TOTAL BEFORE OBJECT 8980	235,974.56	0.00	0.00	0.00	382,986.77	769,393.11	0.00	1,388,354.44
	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								1,388,354.44

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
<b>STATE AND LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-2999, 3385, &amp; 6000-9999)</b>									
1000-1999	Certificated Salaries	97,907.06	0.00	118,460.56	0.00	196,065.74	3,032,752.35		3,445,185.73
2000-2999	Classified Salaries	283,708.69	0.00	0.00	0.00	75,444.93	976,740.37		1,335,893.99
3000-3999	Employee Benefits	164,170.29	0.00	38,618.28	0.00	112,783.82	1,616,646.05		1,932,218.44
4000-4999	Books and Supplies	77,727.91	0.00	2,087.88	0.00	8,514.09	30,316.11		118,645.99
5000-5999	Services and Other Operating Expenditures	94,221.36	0.00	709.00	0.00	84,554.85	574,281.86		753,767.07
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	6,957.55	0.00		6,957.55
7130	State Special Schools	6,625.00	0.00	0.00	0.00	0.00	0.00		6,625.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7310	Total Direct Costs	724,360.33	0.00	159,875.72	0.00	484,320.98	6,230,736.74	0.00	7,599,293.77
7350	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	0.00	0.00	0.00	0.00	0.00	0.00		0.00
8980	Total Indirect Costs and PCR Allocations	2,088,720.22	0.00	0.00	0.00	0.00	0.00	0.00	2,088,720.22
8980	TOTAL BEFORE OBJECT 8980	2,813,080.55	0.00	159,875.72	0.00	484,320.98	6,230,736.74	0.00	9,688,013.99
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								0.00
	TOTAL COSTS								9,688,013.99
<b>LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 8000-9999)</b>									
1000-1999	Certificated Salaries	0.00	0.00	3,000.00	0.00	0.00	167,639.20		170,639.20
2000-2999	Classified Salaries	273,402.36	0.00	0.00	0.00	0.00	21,066.63		294,468.99
3000-3999	Employee Benefits	118,987.48	0.00	680.50	0.00	346.29	62,097.26		182,111.53
4000-4999	Books and Supplies	77,727.91	0.00	2,087.88	0.00	5,512.03	21,736.85		107,064.67
5000-5999	Services and Other Operating Expenditures	90,126.36	0.00	534.00	0.00	1,834.85	6,232.85		98,728.06
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7310	Total Direct Costs	560,244.11	0.00	6,302.38	0.00	7,693.17	278,772.79	0.00	853,012.45
7350	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
8980	TOTAL BEFORE OBJECT 8980	560,244.11	0.00	6,302.38	0.00	7,693.17	278,772.79	0.00	853,012.45
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								0.00

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2022-23 Actual vs. Actual Comparison Year**  
**2022-23 Expenditures by LEA (LE-CY)**

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)  TOTAL COSTS								4,511,693.70
									5,364,706.15

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2022-23 Actual vs. Actual Comparison Year**  
**2021-22 Expenditures by LEA (LE-PY)**

2021-22 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2021-22 Report SEMA, 2021-22 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	8,203,424.05	4,366,485.04
2. Enter audit adjustments of 2021-22 special education expenditures from SACS2023ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
_____		
_____		
3. Enter restatements of 2022-23 special education beginning fund balances from SACS2023ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000 - 2999 & 6000 - 9999; Object 9795)		
_____		
_____		
4. Enter any other adjustments, not included in Line 1 (explain below)		
_____		
_____		
5. 2021-22 Expenditures, Adjusted for 2022-23 MOE Calculation (Sum lines 1 through 4)	8,203,424.05	4,366,485.04
<b>C. Unduplicated Pupil Count</b>		
1. Enter the unduplicated pupil count reported in 2021-22 Report SEMA, 2021-22 Expenditures by LEA (LE-CY) worksheet	551.00	
2. Enter any adjustments not included in Line C1 (explain below)		
_____		
_____		
3. 2021-22 Unduplicated Pupil Count, Adjusted for 2022-23 MOE Calculation (Line C1 plus Line C2)	551.00	



**Unaudited Actuals  
Special Education Maintenance of Effort  
2022-23 Actual vs. Actual Comparison Year  
LEA Maintenance of Effort Calculation (LMC-A)**

**SELPA:**               (??)  
\_\_\_\_\_

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2022-23 Expenditures by LEA (LE-CY) and the 2021-22 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-A worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2022-23 expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2022-23 expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-A worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

**SECTION 1   Exempt Reduction Under 34 CFR Section 300.204**

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
  - a. Has left the jurisdiction of the agency;
  - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
  - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below.

	<b>State and Local</b>	<b>Local Only</b>
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
Total exempt reductions	0.00	0.00

**SECTION 2   Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)**

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2022-23 Actual vs. Actual Comparison Year**  
**LEA Maintenance of Effort Calculation (LMC-A)**

SELPA: (??)

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

		<u>State and Local</u>	<u>Local Only</u>
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____		
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resource 3305 and 3310)	_____		
Increase in funding (if difference is positive)	0.00		
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)		
Current year funding (IDEA Section 619 - Resource 3315)	_____		
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00 (b)		

**If (b) is greater than (a).**

Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	(c)		
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00 (d)		
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).	_____	_____	_____

**If (b) is less than (a).**

Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	(e)		
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00 (f)	_____	_____

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Unaudited Actuals  
Special Education Maintenance of Effort  
2022-23 Actual vs. Actual Comparison Year  
LEA Maintenance of Effort Calculation (LMC-A)**

SELPA: (??)

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE compliance requirement is met based on the per capita state and local expenditures.

**B. LOCAL EXPENDITURES ONLY METHOD**

	<b>Actual FY 2022-23</b>	<b>Comparison Year 2021-22</b>	<b>Difference</b>
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only .			
a. Expenditures paid from local sources	5,364,706.15	4,366,485.04	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		4,366,485.04	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	5,364,706.15	4,366,485.04	998,221.11

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE compliance requirement is met based on the local expenditures only .

	<b>Actual FY 2022-23</b>	<b>Comparison Year 2021-22</b>	<b>Difference</b>
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita local expenditures only .			
a. Expenditures paid from local sources	5,364,706.15	4,366,485.04	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE		4,366,485.04	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	5,364,706.15	4,366,485.04	
b. Special education unduplicated pupil count	616.00	551.00	
c. Per capita local expenditures(B2a/ B2b)	8,708.94	7,924.66	784.28

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE compliance requirement is met based on the per capita local expenditures only .

Alejandra Garibay  
\_\_\_\_\_  
Contact Name  
Chief Business Official

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\_\_\_\_\_  
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Unaudited Actuals  
Special Education Maintenance of Effort  
2022-23 Actual vs. Actual Comparison Year  
LEA Maintenance of Effort Calculation (LMC-A)

SELPA: (??)

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Title

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Email Address

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2022-23 Actual vs. Actual Comparison Year**  
**2022-23 Expenditures by SELPA (SE-CY)**

SELPA:

(??)

Object Code	Description	Adjustments*	Total
<b>TOTAL EXPENDITURES - All Sources</b>			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
PCRA	Program Cost Report Allocations		0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00
	TOTAL COSTS	0.00	0.00
<b>EXPENDITURES - Paid from State and Local Sources</b>			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
PCRA	Program Cost Report Allocations		0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources		0.00
	TOTAL COSTS	0.00	0.00

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2022-23 Actual vs. Actual Comparison Year**  
**2022-23 Expenditures by SELPA (SE-CY)**

SELPA:

(??)

Object Code	Description	Adjustments*	Total
<b>EXPENDITURES - Paid from Local Sources</b>			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)	0.00	0.00
8980	Contributions from Unrestricted Revenues to State Resources		0.00
	TOTAL COSTS	0.00	0.00
<b>UNDUPLICATED PUPIL COUNT</b>			0.00

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.

**Unaudited Actuals**  
Special Education Maintenance of Effort  
2023-24 Budget vs. Actual Comparison Year  
2023-24 Budget by LEA (LB-B)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
<b>UNDUPLICATED PUPIL COUNT</b>									616.00
<b>TOTAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-9999)</b>									
1000-1999	Certificated Salaries	82,667.00	0.00	117,367.00	0.00	488,244.00	3,076,842.00		3,765,120.00
2000-2999	Classified Salaries	283,101.00	0.00	0.00	0.00	176,085.00	1,687,449.00		2,146,635.00
3000-3999	Employee Benefits	168,056.00	0.00	38,517.00	0.00	217,996.00	1,943,472.00		2,368,041.00
4000-4999	Books and Supplies	124,978.00	0.00	2,000.00	0.00	9,240.00	45,524.00		181,742.00
5000-5999	Services and Other Operating Expenditures	29,833.00	0.00	175.00	0.00	0.00	455,336.00		485,344.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	688,635.00	0.00	158,059.00	0.00	891,565.00	7,208,623.00	0.00	8,946,882.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	688,635.00	0.00	158,059.00	0.00	891,565.00	7,208,623.00	0.00	8,946,882.00
<b>STATE AND LOCAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-2999, 3385, &amp; 6000-9999)</b>									
1000-1999	Certificated Salaries	0.00	0.00	117,367.00	0.00	270,416.00	3,076,842.00		3,464,625.00
2000-2999	Classified Salaries	283,101.00	0.00	0.00	0.00	101,849.00	1,195,933.00		1,580,883.00
3000-3999	Employee Benefits	138,901.00	0.00	38,517.00	0.00	139,573.00	1,733,785.00		2,050,776.00
4000-4999	Books and Supplies	121,500.00	0.00	2,000.00	0.00	9,240.00	45,524.00		178,264.00
5000-5999	Services and Other Operating Expenditures	29,833.00	0.00	175.00	0.00	0.00	455,336.00		485,344.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	573,335.00	0.00	158,059.00	0.00	521,078.00	6,507,420.00	0.00	7,759,892.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	573,335.00	0.00	158,059.00	0.00	521,078.00	6,507,420.00	0.00	7,759,892.00
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								7,759,892.00
<b>LOCAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 8000-9999)</b>									



**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2023-24 Budget vs. Actual Comparison Year**  
**2023-24 Budget by LEA (LB-B)**

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
1000-1999	Certificated Salaries	0.00	0.00	3,000.00	0.00	0.00	156,215.00		159,215.00
2000-2999	Classified Salaries	275,956.00	0.00	0.00	0.00	0.00	0.00		275,956.00
3000-3999	Employee Benefits	120,508.00	0.00	668.00	0.00	0.00	56,331.00		177,507.00
4000-4999	Books and Supplies	121,500.00	0.00	2,000.00	0.00	8,240.00	26,000.00		157,740.00
5000-5999	Services and Other Operating Expenditures	29,658.00	0.00	0.00	0.00	0.00	0.00		29,658.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	547,622.00	0.00	5,668.00	0.00	8,240.00	238,546.00	0.00	800,076.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	547,622.00	0.00	5,668.00	0.00	8,240.00	238,546.00	0.00	800,076.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)								4,822,849.00
	TOTAL COSTS								5,622,925.00

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2023-24 Budget vs. Actual Comparison Year**  
**2022-23 Expenditures by LEA (LE-B)**

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
<b>UNDUPLICATED PUPIL COUNT</b>										616.00
<b>TOTAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-9999)</b>										
1000-1999	Certificated Salaries	267,171.33	0.00	118,460.56	0.00	430,600.26	3,037,015.25	0.00		3,853,247.40
2000-2999	Classified Salaries	283,708.69	0.00	0.00	0.00	140,152.42	1,504,306.89	0.00		1,928,168.00
3000-3999	Employee Benefits	221,171.55	0.00	38,618.28	0.00	195,507.13	1,851,018.92	0.00		2,306,315.88
4000-4999	Books and Supplies	78,363.25	0.00	2,087.88	0.00	9,535.54	32,756.93	0.00		122,743.60
5000-5999	Services and Other Operating Expenditures	97,743.23	0.00	709.00	0.00	84,554.85	575,031.86	0.00		758,038.94
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	6,957.55	0.00	0.00		6,957.55
7130	State Special Schools	6,625.00	0.00	0.00	0.00	0.00	0.00	0.00		6,625.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>954,783.05</b>	<b>0.00</b>	<b>159,875.72</b>	<b>0.00</b>	<b>867,307.75</b>	<b>7,000,129.85</b>	<b>0.00</b>	<b>0.00</b>	<b>8,982,096.37</b>
7310	Transfers of Indirect Costs	5,551.84	0.00	0.00	0.00	0.00	0.00	0.00		5,551.84
7350	Transfers of Indirect Costs - Interfund	0.00	<b>0.00</b>	0.00	0.00	0.00	<b>0.00</b>	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	<b>2,088,720.22</b>								<b>2,088,720.22</b>
	<b>Total Indirect Costs</b>	<b>5,551.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,551.84</b>
	<b>TOTAL COSTS</b>	<b>960,334.89</b>	<b>0.00</b>	<b>159,875.72</b>	<b>0.00</b>	<b>867,307.75</b>	<b>7,000,129.85</b>	<b>0.00</b>	<b>0.00</b>	<b>8,987,648.21</b>
<b>FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)</b>										
1000-1999	Certificated Salaries	169,264.25	0.00	0.00	0.00	234,534.52	4,262.90	0.00		408,061.67
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	64,707.49	527,566.52	0.00		592,274.01
3000-3999	Employee Benefits	57,001.26	0.00	0.00	0.00	82,723.31	234,372.87	0.00		374,097.44
4000-4999	Books and Supplies	635.34	0.00	0.00	0.00	1,021.45	2,440.82	0.00		4,097.61
5000-5999	Services and Other Operating Expenditures	3,521.87	0.00	0.00	0.00	0.00	750.00	0.00		4,271.87
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>230,422.72</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>382,986.77</b>	<b>769,393.11</b>	<b>0.00</b>	<b>0.00</b>	<b>1,382,802.60</b>
7310	Transfers of Indirect Costs	5,551.84	0.00	0.00	0.00	0.00	0.00	0.00		5,551.84
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Indirect Costs</b>	<b>5,551.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,551.84</b>
	<b>TOTAL BEFORE OBJECT 8980</b>	<b>235,974.56</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>382,986.77</b>	<b>769,393.11</b>	<b>0.00</b>	<b>0.00</b>	<b>1,388,354.44</b>
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	<b>TOTAL COSTS</b>									<b>1,388,354.44</b>

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2023-24 Budget vs. Actual Comparison Year**  
**2022-23 Expenditures by LEA (LE-B)**

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
<b>STATE AND LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-2999, 3385, &amp; 6000-9999)</b>										
1000-1999	Certificated Salaries	97,907.08	0.00	118,460.56	0.00	196,065.74	3,032,752.35	0.00		3,445,185.73
2000-2999	Classified Salaries	283,708.69	0.00	0.00	0.00	75,444.93	976,740.37	0.00		1,335,893.99
3000-3999	Employee Benefits	164,170.29	0.00	38,618.28	0.00	112,783.82	1,616,646.05	0.00		1,932,218.44
4000-4999	Books and Supplies	77,727.91	0.00	2,087.88	0.00	8,514.09	30,316.11	0.00		118,645.99
5000-5999	Services and Other Operating Expenditures	94,221.36	0.00	709.00	0.00	84,554.85	574,281.86	0.00		753,767.07
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	6,957.55	0.00	0.00		6,957.55
7130	State Special Schools	6,625.00	0.00	0.00	0.00	0.00	0.00	0.00		6,625.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>724,360.33</b>	<b>0.00</b>	<b>159,875.72</b>	<b>0.00</b>	<b>484,320.98</b>	<b>6,230,736.74</b>	<b>0.00</b>	<b>0.00</b>	<b>7,599,293.77</b>
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	<b>2,088,720.22</b>								<b>2,088,720.22</b>
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL BEFORE OBJECT 8980</b>	<b>724,360.33</b>	<b>0.00</b>	<b>159,875.72</b>	<b>0.00</b>	<b>484,320.98</b>	<b>6,230,736.74</b>	<b>0.00</b>	<b>0.00</b>	<b>7,599,293.77</b>
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	<b>TOTAL COSTS</b>									<b>7,599,293.77</b>
<b>LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 8000-9999)</b>										
1000-1999	Certificated Salaries	0.00	0.00	3,000.00	0.00	0.00	167,639.20	0.00		170,639.20
2000-2999	Classified Salaries	273,402.36	0.00	0.00	0.00	0.00	21,066.63	0.00		294,468.99
3000-3999	Employee Benefits	118,987.48	0.00	680.50	0.00	346.29	62,097.26	0.00		182,111.53
4000-4999	Books and Supplies	77,727.91	0.00	2,087.88	0.00	5,512.03	21,736.85	0.00		107,064.67
5000-5999	Services and Other Operating Expenditures	90,126.36	0.00	534.00	0.00	1,834.85	6,232.85	0.00		98,728.06
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	<b>Total Direct Costs</b>	<b>560,244.11</b>	<b>0.00</b>	<b>6,302.38</b>	<b>0.00</b>	<b>7,693.17</b>	<b>278,772.79</b>	<b>0.00</b>	<b>0.00</b>	<b>853,012.45</b>
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL BEFORE OBJECT 8980</b>	<b>560,244.11</b>	<b>0.00</b>	<b>6,302.38</b>	<b>0.00</b>	<b>7,693.17</b>	<b>278,772.79</b>	<b>0.00</b>	<b>0.00</b>	<b>853,012.45</b>

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2023-24 Budget vs. Actual Comparison Year**  
**2022-23 Expenditures by LEA (LE-B)**

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									4,511,693.70
	<b>TOTAL COSTS</b>									<b>5,364,706.15</b>

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.

**Unaudited Actuals  
Special Education Maintenance of Effort  
2023-24 Budget vs. Actual Comparison Year  
LEA Maintenance of Effort Calculation (LMC-B)**

SELPA: (??)

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This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2023-24 Budget by LEA (LB-B) and the 2022-23 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the eligibility standard. To meet the requirement of the Subsequent Years Rule, the LMC-B worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2023-24 budgeted expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2023-24 budgeted expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-B worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the eligibility standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

**SECTION 1 Exempt Reduction Under 34 CFR Section 300.204**

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
  - a. Has left the jurisdiction of the agency;
  - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
  - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:

	State and Local	Local Only
Total exempt reductions	0.00	0.00

**SECTION 2 Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)**

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2023-24 Budget vs. Actual Comparison Year**  
**LEA Maintenance of Effort Calculation (LMC-B)**

SELPA: (??)

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	<u>State and Local</u>	<u>Local Only</u>
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	_____
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	_____
Increase in funding (if difference is positive)	0.00	_____
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)	_____
Current year funding (IDEA Section 619 - Resource 3315)	_____	_____
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00 (b)	_____

<b>If (b) is greater than (a).</b>		
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	_____	(c)
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00	(d)
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).	_____	_____

<b>If (b) is less than (a).</b>		
Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	_____	(e)
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00	(f)

<p>Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2023-24 Budget vs. Actual Comparison Year**  
**LEA Maintenance of Effort Calculation (LMC-B)**

SELPA: (??)

**SECTION 3**

**A. COMBINED STATE AND LOCAL EXPENDITURES METHOD**

1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.
  - a. Total special education expenditures
  - b. Less: Expenditures paid from federal sources
  - c. Expenditures paid from state and local sources

Add/Less: Adjustments and/or PCRA required for MOE calculation

Comparison year's expenditures, adjusted for MOE calculation

Less: Exempt reduction(s) from SECTION 1

Less: 50% reduction from SECTION 2

Net expenditures paid from state and local sources

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE Eligibility requirement is met based on the combination of state and local expenditures.

2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.
  - a. Total special education expenditures
  - b. Less: Expenditures paid from federal sources
  - c. Expenditures paid from state and local sources

Add/Less: Adjustments and/or PCRA required for MOE calculation

Comparison year's expenditures, adjusted for MOE calculation

Less: Exempt reduction(s) from SECTION 1

Less: 50% reduction from SECTION 2

Net expenditures paid from state and local sources

  - d. Special education unduplicated pupil count
  - e. Per capita state and local expenditures (A2c/A2d)

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE eligibility requirement is met based on the per capita state and local expenditures.

	<b>Column A</b>	<b>Column B</b>	<b>Column C</b>
	<b>Budgeted Amounts (LB-B Worksheet) FY 2023-24</b>	<b>Actual Expenditures Comparison Year FY 2022-23</b>	<b>Difference (A - B)</b>
	8,946,882.00		
	1,186,990.00		
	7,759,892.00	7,599,293.77	
		7,599,293.77	
		0.00	
		0.00	
	7,759,892.00	7,599,293.77	160,598.23
	8,946,882.00		
	1,186,990.00		
	7,759,892.00	7,599,293.77	
		7,599,293.77	
		0.00	
		0.00	
	7,759,892.00	7,599,293.77	
	616.00	616.00	
	12,597.23	12,336.52	260.71

**Unaudited Actuals  
Special Education Maintenance of Effort  
2023-24 Budget vs. Actual Comparison Year  
LEA Maintenance of Effort Calculation (LMC-B)**

SELPA: (??)

**B. LOCAL EXPENDITURES ONLY METHOD**

	<b>Budget</b>	<b>Comparison Year</b>	<b>Difference</b>
	<b>FY 2023-24</b>	<b>FY 2022-23</b>	
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual v.s. actual method based on local expenditures only.			
a. Expenditures paid from local sources	5,622,925.00	5,364,706.15	
Add/Less: Adjustments required for MOE calculation			
Comparison year's expenditures, adjusted for MOE calculation		5,364,706.15	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	5,622,925.00	5,364,706.15	258,218.85

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE eligibility requirement is met based on the local expenditures only.

	<b>Budget</b>	<b>Comparison Year</b>	<b>Difference</b>
	<b>FY 2023-24</b>	<b>FY 2022-23</b>	
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual v.s. actual method based on per capita local expenditures			
a. Expenditures paid from local sources	5,622,925.00	5,364,706.15	
Add/Less: Adjustments required for MOE calculation			
Comparison year's expenditures, adjusted for MOE calculation		5,364,706.15	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	5,622,925.00	5,364,706.15	
b. Special education unduplicated pupil count	616.00	616.00	
c. Per capita local expenditures (B2a/B2b)	9,128.13	8,708.94	419.19

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE eligibility requirement is met based on the per capita local expenditures only.

**Amounts must be entered in Column B for both sections 3.A and 3.B; if no costs, enter 0.**

Alejandra Garibay  
\_\_\_\_\_  
Contact Name  
Chief Business Official  
\_\_\_\_\_  
Title

209-744-4545  
\_\_\_\_\_  
Telephone Number  
agaribay@galt.k12.ca.us  
\_\_\_\_\_  
Email Address



Unaudited Actuals  
Special Education Maintenance of Effort  
2023-24 Budget vs. Actual Comparison Year  
2023-24 Budget by SELPA (SB-B)

SELPA:

(??)

Object Code	Description	Adjustments*	Total
<b>TOTAL BUDGET - All Sources</b>			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL COSTS	0.00	0.00
<b>BUDGET - State and Local Sources</b>			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources		0.00
	TOTAL COSTS	0.00	0.00
<b>BUDGET - Local Sources</b>			
1000-1999	Certificated Salaries		0.00

**Unaudited Actuals**  
**Special Education Maintenance of Effort**  
**2023-24 Budget vs. Actual Comparison Year**  
**2023-24 Budget by SELPA (SB-B)**

SELPA:

(??)

Object Code	Description	Adjustments*	Total
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	<b>Total Direct Costs</b>	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	<b>Total Indirect Costs</b>	0.00	0.00
	<b>TOTAL BEFORE OBJECT 8980</b>	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)		0.00
8980	Contributions from Unrestricted Revenues to State Resources		0.00
	<b>TOTAL COSTS</b>	0.00	0.00
<b>UNDUPLICATED PUPIL COUNT</b>			0.00

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.421</b> Board Consideration of Approval of Resolution No. 4; Resolution of the Governing Board to Commit Fund Balance for 2023-24
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

As a result of the balance in the State’s Public School System Stabilization Account for the statutory limitation on school district reserves has been triggered for the 2023-24 budget period, pursuant to Education Code (EC) Section 42127.01(e).

The District reserve cap requires that a school district adopt or revise the budget pursuant to EC Section 42127, shall not contain a combined assigned or unassigned ending general fund balance of more than 10 percent of those funds.

The fund balance of the District may be committed for a specific purpose by formal action of the Board of Trustees. The Board of Trustees may also redirect the committed fund balance to other purposes. Any amendments or modification to the use of committed funds requires approval by formal action of the Board of Trustees.

**Galt Joint Union Elementary School District  
Resolution No. 4**

**RESOLUTION OF THE GOVERNING BOARD TO COMMIT FUND BALANCE**

WHEREAS, the balance in the State's Public School System Stabilization Account has triggered a statutory limitation on school district reserves for the 2023-24 budget period, pursuant to Education Code (EC) section 42127.01(e); and

WHEREAS, pursuant to Education Code (EC) section 42127.01, the District reserve shall not contain a combined assigned and unassigned ending general fund balance of more than 10 percent of those funds; and

WHEREAS, Galt Joint Union Elementary School District is required to comply with Education Code (EC) section 42127; and

WHEREAS, fund balance measures the net financial resources available to finance expenditures in future periods and will be maintained to provide the District with sufficient working capital to address future spending needs; and

WHEREAS, the District is committed to being fiscally prudent and dedicated to preparing for economic uncertainties; and

WHEREAS, the fund balance of the District may be committed for a specific purpose by formal action of the Board of Trustees.

WHEREAS, on June 21, 2023, the Governing Board of Galt Join Union Elementary School District Adopted Resolution No.14 committing portions of its general fund ending balances, which is hereby rescinded;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby makes the following commitment of funds in accordance with Education Code (EC) section 42127.01 for the 2023-24 fiscal year:

Purpose	Justification	Estimated Amount
Textbook Adoptions	Standards-aligned of instructional materials and adoptions	\$2,200,000
Technology	Upgrades/Replacements	\$1,100,000
Lottery	Site Lottery Reserve	\$793,795
LCAP	S&C Carryover 22-23	\$473,607
Facilities	Deferred maintenance and facility projects	\$3,000,000

A commitment of unassigned General Fund balance for future technology upgrades, textbook adoptions, and facilities, in the amount adjusted as needed, to adhere to the requirement in Education Code (EC) section 42127.01.

AND BE IT FURTHER RESOLVED that the committed fund balance may be redirected by the Board of Trustees to other purposes. Any amendments or modifications to the use of committed funds require approval by formal action of the Board of Trustees.

**PASSED AND ADOPTED THIS 20th DAY OF SEPTEMBER 2023.**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Lois Yount,  
Superintendent

\_\_\_\_\_  
Wesley Cagle, President,  
Board of Trustees



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.422</b> Board Consideration of Approval of Resolution No. 5; GANN LIMIT
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

The Gann Limit is intended to constrain state and local government spending growth by linking year-to-year changes in expenditures to inflation (represented by per capita personal income) and population (represented by average daily attendance for schools).

Attached is Resolution No. 5 GANN Limit and supporting information. The routine resolution declares that the appropriations in the 2023-24 budget do not exceed the limitations imposed by Proposition 4 and that the GANN Limit recalculation for the 2022-23 fiscal year and the GANN Limit calculations for 2023-24 are made in accordance with applicable constitutional and statutory law.

Attached: Resolution and Form GANN

Board approval is recommended.

# Galt Joint Union Elementary School District

## RESOLUTION NO. 5 GANN LIMIT

**WHEREAS**, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and,

**WHEREAS**, the provisions of Article XIII B establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann Limit for the 2022-2023 fiscal year and a projected Gann limit for the 2023-2024 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2022-2023 and the 2023-2024 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IT FURTHER RESOLVED** that this board does hereby declare that the appropriations in the Budget for the 2022-2023 and 2023-2024 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

**IN WITNESS WHEREOF**, we the Members of the Governing Board of Galt Joint Union Elementary School District of Sacramento County, California, have hereunto set our hand this 20th day of September 2023.

**PASSED AND ADOPTED THIS 20th DAY OF SEPTEMBER 2023.**

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

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

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

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

Galt Joint Union Elementary School District

\_\_\_\_\_  
Wesley Cagle, President

ATTEST:

\_\_\_\_\_

	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b>	<b>2021-22 Actual</b>			<b>2022-23 Actual</b>		
2021-22 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	24,517,857.54	0.00	24,517,857.54			27,959,003.82
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	2,918.93	0.00	2,918.93			3,094.80
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2021-22</b>			<b>Adjustments to 2022-23</b>		
3. District Lapses, Reorganizations and Other Transfers			0.00			
4. Temporary Voter Approved Increases			0.00			
5. Less: Lapses of Voter Approved Increases			0.00			
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)			0.00			
<b>B. CURRENT YEAR GANN ADA</b>	<b>2022-23 P2 Report</b>			<b>2023-24 P2 Estimate</b>		
2022-23 data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district)						
1. Total K-12 ADA (Form A, Line A6)	3,094.80		3,094.80	3,062.34		3,062.34
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			3,094.80			3,062.34
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2022-23 Actual</b>			<b>2023-24 Budget</b>		
<b>TAXES AND SUBVENTIONS (Funds 01, 09, and 62)</b>						
1. Homeowners' Exemption (Object 8021)	32,507.41		32,507.41	31,097.00		31,097.00
2. Timber Yield Tax (Object 8022)	.45		.45	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	4,195,482.75		4,195,482.75	4,197,125.00		4,197,125.00
5. Unsecured Roll Taxes (Object 8042)	147,138.76		147,138.76	134,343.00		134,343.00
6. Prior Years' Taxes (Object 8043)	87,682.60		87,682.60	24,311.00		24,311.00
7. Supplemental Taxes (Object 8044)	331,495.87		331,495.87	391,330.00		391,330.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,802,149.14		2,802,149.14	1,993,767.00		1,993,767.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	2,516.96		2,516.96	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	637,956.42		637,956.42	536,810.00		536,810.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	8,236,930.36	0.00	8,236,930.36	7,308,783.00	0.00	7,308,783.00
<b>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</b>						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	8,236,930.36	0.00	8,236,930.36	7,308,783.00	0.00	7,308,783.00
<b>EXCLUDED APPROPRIATIONS</b>						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			622,411.70			646,363.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	1,668,762.26		1,668,762.26	1,485,146.00		1,485,146.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	1,668,762.26	0.00	2,291,173.96	1,485,146.00	0.00	2,131,509.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	30,834,239.00		30,834,239.00	32,431,639.00		32,431,639.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	143,801.00		143,801.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	30,978,040.00	0.00	30,978,040.00	32,431,639.00	0.00	32,431,639.00





	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
Gann Contact Person	Contact Phone Number					



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.423</b> Board Consideration of Approval of Substitute Teacher Rate Increase
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

In an effort to attract and retain highly qualified substitute teachers, the GJUESD has researched teacher substitute pay rates in the surrounding districts. Based on that research, the following daily rates have been adjusted for your review:

	Recommendation	Current Rates
Daily	<b>\$220</b>	\$210
Multiple Day (15+ days)	<b>\$240</b>	\$230
Long Term (long-term vacancy or leave of absence or 15 or more consecutive days)	<b>\$300</b>	\$270
GJUESD Retirees	<b>\$240</b>	\$230

New rates effective 10/01/2023.

Board approval is recommended.

Galt Joint Union Elementary School District  
Substitute Teacher  
2023-2024

**Effective 10/01/2023**

Daily Rate	<b>\$220</b> Per Day
Multiple Day (15+ days)	<b>\$240</b> Per Day
Long Term (long term vacancy or leave of absence of 15 or more consecutive days)	<b>\$300</b> Per Day
GJUESD Retiree – Daily Rate	<b>\$240</b> Per Day

**Pending Board Approval**



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.424</b> First Reading and Board Consideration of Approval of Board Policy 3314.2 Revolving Funds
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

Board Policy 3314.2 Revolving Funds is updated to allow the District to authorize a revolving fund set for electronic payments. The revolving account for electronic payments shall be used for donations and fundraisers.

Customarily, CSBA recommends that school districts place board policies and administrative regulations on the board meeting agenda as an information item with the opportunity for public comment and then as an action item for approval at a subsequent board meeting. However, a second reading is generally not required by law and may be waived by the board as specified in CSBA sample Board Bylaw 9310 – Board Policies.

This first reading and adoption will allow the District to immediately accept donations and fundraisers via electronic payment.

**Policy 3314.2: Revolving Funds**

**Status:** DRAFT

**Original Adopted Date:** 02/27/2008

The Governing Board has a fiduciary responsibility to effectively manage and safeguard the district's assets and resources. All revolving cash funds shall be subject to the internal control procedures established by the district to prevent and detect fraud, financial impropriety, or irregularity and shall be maintained in accordance with law and the California School Accounting Manual.

The Superintendent or designee shall provide regular reports to the Board regarding the use of revolving funds and the results of any audits conducted on the funds.

**Standard Revolving Cash Fund**

Pursuant to Education Code 42800, the Board has adopted a resolution establishing a revolving cash fund for use by the chief accounting officer. The fund shall be used only for the purposes specified in the Board's resolution which may include, but are not limited to, payment for services or supplies for which there is an urgent deadline or to reduce the need for issuing numerous small warrants.

The chief accounting officer shall be covered by an individual bond or insurance in the amounts specified in law. He/she shall ensure that payments from the fund are for services or materials that are a legal charge against the district and that a receipt is obtained setting forth the date, payee, purpose of the expenditure, and amount expended. (Education Code 41021, 42801, 42801.5, 42804)

The Board may at any time reduce or discontinue the revolving cash fund. (Education Code 42805)

**Pre-Payment Revolving Cash Fund**

Pursuant to Education Code 42820, the Board has adopted a resolution establishing a pre-payment revolving cash fund for use by the individual so designated in the Board's resolution.

The fund shall be established in a bank or other institution whose deposits are federally insured and shall be within the maximum limit specified in law. (Education Code 42820)

The designated individual shall be authorized to make payments from the fund for purchases in the amount of \$1,000 or less, including freight or tax. He/she shall submit a monthly list of the payments to the Board for approval. (Education Code 42821)

Any person who issues a check drawn on the fund shall be personally liable for the amount of the check if the expenditure is in violation of the district's rules and regulations with respect to the fund. (Education Code 42821)

**Alternative Revolving Cash Fund**

Pursuant to Education Code 42810, the Board has adopted a resolution establishing a revolving cash fund for use by school principals and other administrative staff. The fund shall be used for services or materials related to classroom instruction or to correct an error in a classified employee's salary pursuant to Education Code 45167, as specified in the Board's resolution.

The Board shall authorize a revolving fund set for electronic payments. The revolving account for electronic payments shall be used for e.g., donations and fundraisers.

The revolving cash fund for supplies shall be subject to the bonding provisions of Education Code 42801.

The principal or administrative staff member in whose name the revolving cash fund is created shall be responsible for all fund expenditures, subject to Board regulation. (Education Code 42810)

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## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 20, 2023	<b>Agenda Item: 232.425</b> Board Consideration of Approval to Open Venmo Account for Galt Joint Union Elementary School District
<b>Presenter:</b> Alejandra Garibay	<b>Action Item:</b> XX <b>Information Item:</b>

The Galt Joint Union Elementary School District will use the Venmo account to receive electronic payments, e.g., donations and fundraisers.



# Galt Joint Union Elementary School District

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

September 21, 2023

## Re: Approval to Open Venmo Account

### To whom it may concern:

Please accept this letter as authorization to open Venmo account to accept electronic payments for e.g donations and fundraisers. Galt JUESD schools are authorized under our Tax ID 94-6002510, as the district is the parent company. While Galt Joint Union Elementary School District is a public entity, the bank accounts are not considered public funds but are considered non-profit organizations.

Authorized signatories:

Lois Yount, Superintendent  
Alejandra Garibay, Chief Business Official  
Brenda Bachmann, Fiscal Services Supervisor

Sincerely,

*Alejandra Garibay*

**Chief Business Official**

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### MISSION STATEMENT

The school district's mission is to promote growth and achievement through innovative educational programs that integrate personal strengths, social-emotional and academic learning for all children.

Superintendent: Lois Yount | Chief Business Official: Alejandra Garibay  
Curriculum Director: Claudia Del Toro-Anguiano | Educational Services Director: Kuljeet Nijjar  
**Board of Trustees:** Wesley Cagle, Traci Skinner, Casey Raboy, Annette Kunze, Katherine Harper



## Board Meeting Agenda Item Information

<p><b>Meeting Date:</b> September 20, 2023</p>	<p><b>Agenda Item: 232.426</b> Board Consideration of Approval of the Following Board Policies (BP), Administrative Regulations (AR) and Bylaw (BB):</p> <p style="margin-left: 20px;"><u>Superintendent</u></p> <ol style="list-style-type: none"> <li>1. BP 1113 - District and School Websites AR 1113 - District and School Websites</li> <li>2. BP 4140/4240/4340 - Bargaining Units</li> <li>3. BB 9322 - Agenda/Meeting Materials</li> </ol> <p style="margin-left: 20px;"><u>Curriculum</u></p> <ol style="list-style-type: none"> <li>4. BP 4112.2 – Certification AR 4112.2 – Certification</li> <li>5. BP 6174 - Education for English Learners AR 6174 - Education for English Learners</li> </ol> <p style="margin-left: 20px;"><u>Educational Services</u></p> <ol style="list-style-type: none"> <li>6. BP 5141.5 - Mental Health</li> <li>7. BP 5148 - Child Care and Development AR 5148 - Child Care and Development</li> <li>8. DELETE: BP 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities</li> <li>9. BP 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education</li> </ol>
<p><b>Presenter:</b> Cabinet</p>	<p><b>Action Item:</b> XX <b>Information Item:</b></p>
<p>A first reading of the Board Policies (BP), Administrative Regulations (Ars), and Bylaw (BB) above was held on August 16, 2023.</p> <p>Board approval is recommended.</p>	



# CSBA June 2023 POLICY GUIDE

First Reading: August 16, 2023

Adoption: September 20, 2023

## SUPERINTENDENT

### 1. **Board Policy 1113 - District and School Websites**

Policy updated to incorporate concepts from **NEW LAW (AB 2273, 2022)** which, although not necessarily applicable to districts, requires a business that provides an online service, product, or feature likely to be accessed by children to comply with specified requirements and provides good guidance for districts seeking to create a safe online space for students.

#### **Administrative Regulation 1113 – District and School Websites**

Regulation last updated by GJUESD on 2/27/08. CSBA updated on 10/1/17.

### 2. **Board Policy 4140/4240/4340 - Bargaining Units**

Policy updated to align the definition of "management employee" with code language and to reference **NEW LAW (SB 931, 2022)** which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization, may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference **NEW LAW (SB 1131, 2022)** which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

### 3. **Board Bylaw 9322 - Agenda/Meeting Materials**

Bylaw updated to move material regarding public comments to be with content related language, amend language to be more closely aligned with code language, add material regarding the means for in-person and remote public comments, and reflect **NEW LAW (AB 2449, 2022)**, which requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation to board meetings for individuals with disabilities. Bylaw also updated to provide that each agenda for a regular meeting is required to list the address designated by the Superintendent or designee for public inspection of documents related to records of a statement threatening litigation against the district to be discussed in closed session, in addition to documents related to open session, when such documents have been distributed to the Governing Board less than 72 hours before a Board meeting, clarify that the Board president and Superintendent decide when an item is placed on

the agenda, include that public records under the Public Records Act and which relate to an agenda item which contain a claim or written threat of litigation which will be discussed in closed session are required to be made available to the public, in addition to documents which relate to an agenda item scheduled for the open session of a regular meeting, and **NEW LAW (AB 2647, 2022)** which clarifies how districts can, without opening their offices after normal business hours, comply with the portion of the Brown Act that requires writings or documents distributed to a majority of a local legislative body less than 72 hours before a meeting to also be distributed to the public.

## **CURRICULUM**

### **4. Board Policy 4112.2 – Certification**

Policy updated to reference that the Commission on Teacher Credentialing (CTC) has adopted regulations to implement statutory changes to the subject matter competence requirements, add, to the first philosophical paragraph, demonstration of competency in the subject matter to be taught to the attributes of certificated staff, provide that the Governing Board is required to adopt an annual resolution that it has made reasonable efforts to recruit a fully prepared teacher before hiring, in accordance with a specified hiring hierarchy, a candidate who is not fully credentialed, clarify that the Board's obligation to take action to approve a notice of intent to employ a provisional internship permit does not require that the item be an action item, and add that the Declaration of Need specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits.

### **Administrative Regulation 4112.2 – Certification**

Regulation updated to clarify that the district may charge a fee to persons being tested to cover the cost of developing, administering, and grading the district proficiency test, include administrative leave related to dismissal and suspension proceedings and military leave as types of leaves for which the Superintendent or designee may request the Commission on Teacher Credentialing (CTC) to issue a Teaching Permit for Statutory Leave, and add a new section "Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit" (ETK) which reflects **NEW LAW (AB 210, 2022)** authorizing the district to request a one-year early childhood education emergency specialist permit which allows the teaching of all subjects in a self-contained transitional kindergarten general education classroom. Regulation also updated to reference **NEW LAW (SB 1397, 2022)** which requires CTC, until July 1, 2024, to waive the basic skills proficiency requirement for the issuance of an emergency 30-day substitute permit and **NEW LAW (AB 1876, 2022)** which requires CTC to accept an alternative verification of substitute teaching as part of the requirements for initial issuance of an emergency career substitute teaching permit.

### **5. Board Policy 6174 - Education for English Learners**

Policy updated to remove outdated material and reflect **NEW LAW (SB 941, 2022)** which permits a district to enter into an instruction collaboration agreement with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations to science, technology, engineering, and mathematics classes, or dual language immersion programs.

### **Administrative Regulation 6174 - Education for English Learners**

Regulation updated to remove outdated material and reflect updated information from the California Department of Education's (CDE) English Learner Federal Program Monitoring 2022-23 Instrument, CDE's Reclassification Criteria website, and letters from CDE which provide updated reclassification guidance regarding the criteria used to determine whether an English learner should be reclassified, including a review of the student's curriculum mastery and academic performance, the provision of an interpreter for parents/guardians, when necessary, as part of the parent/guardian involvement, comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. Regulation also updated to include that the four years of post-reclassification monitoring should be utilized to ensure that students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. Additionally, regulation updated to clarify that the LCAP advisory committee provides input regarding exiting language acquisition programs and the possible establishment of other programs.

## **EDUCATIONAL SERVICES**

### **6. Board Policy 5141.5 - Mental Health**

Policy updated to expand the first philosophical paragraph and reflect the U.S. Surgeon General's **NEW GUIDANCE** regarding the importance of social connection and the impact of social media on health and well-being. Policy also updated to reflect **NEW LAW (SB 14, 2021)** which requires the California Department of Education (CDE) to recommend best practices and identify training programs to address student behavioral and mental health, including common psychiatric conditions and substance use disorders, safely deescalating crisis situations involving students with a behavioral health disorder, linking students with referrals, and providing instruction on how to maintain student privacy and confidentiality. Policy also updated to reflect that districts are required to notify students and parents/guardians twice a year about how to access mental health services, **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to create a mental health poster, and **NEW LAW (AB 167, 2021)** which requires CDE to develop guidelines for the use of telehealth technology in schools.

### **7. Board Policy 5148 - Child Care and Development**

Policy updated to reflect **NEW LAW (AB 210, 2022)** which (1) provides grant funding until June 30, 2027 for the purpose of increasing access to inclusive early care and education programs, (2) extends the date by which the California Department of Education and the California Department of Social Services (CDSS) are required to adopt implementing regulations related to early childhood development, and (3) specifies as one of the indicators for the implementation of quality child care and development programs that staff have the appropriate and required training, or any combination of qualifications, experience, or training. Policy also updated to delete material specific to COVID-19 and reflect a district's obligation to provide distance learning when a child care program is physically closed by a local or state public

health order, reference that the Commission on Teacher Credentialing has adopted regulations pertaining to the prekindergarten-grade 3 early childhood education specialist credential that include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers, and reference **NEW LAW (AB 2827, 2022)** which requires CDSS to revise its regulations to permit children with disabilities to use outdoor play spaces simultaneously with children who do not have disabilities without having to first seek a regulatory waiver and to specify any health and safety requirements that are required to be met when simultaneous play occurs.

#### **Administrative Regulation 5148 - Child Care and Development**

Regulation updated to reference **NEW LAW (AB 2131, 2022)** which authorizes the California Department of Social Services (CDSS) to implement and administer the creation of a single child care center license through all-county or similar written instruction until regulations are adopted and to reflect **NEW LAW (AB 210, 2022)** which (1) specifies as one of the indicators for the implementation of quality child care and development program activities that meet the needs of dual language learners, and (2) provides that when eligibility for child care and development services are based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size, that calculation does not include foster care payments made on behalf of a child or guaranteed income payments. Regulation also updated to delete outdated material regarding the requirement to test for lead contamination in drinking water for buildings constructed before January 1, 2010, reference **NEW LAW (AB 185, 2022)** which requires CDSS to adopt regulations regarding the exclusion from family income of foster care payments made on behalf of a child or income guaranteed income payments, as described above, and reflect **NEW LAW (SB 1047, 2022)** which (1) extends eligibility for child care and development programs to families in which a member of the family has been certified as eligible to receive benefits from specified means tested government programs and that priority for enrollment must be based on the income declared on the application of the government program, and (2) provides that upon establishing initial eligibility or ongoing ability for child care and development services, a family is considered to meet eligibility and need requirements for services for not less than 24 months before having eligibility or need recertified, unless an exceptions exists. In addition, regulation updated to reflect **NEW LAW (AB 321, 2022)** which provides that in the second priority category for enrollment, when there are two or more families with the same income ranking, children who reside in homes in which the primary language is not English are required to be admitted first, add material regarding a family establishing eligibility for child care and development services on the basis of receiving services under a CalWORKs Stage 1,2, or 3 program since this differs from the 24 month eligibility period as described above, delete material applicable only to the 2021-22 school year, add that licensed child care centers are required to post their rates, and discounts or scholarship policies, if any, in a prominent location adjacent to the license at the child care facility, add a new section entitled "Expulsion/Unenrollment and Suspension Based on Behavior" which reflects **NEW LAW (AB 2806, 2022)** establishing requirements for expulsion, unenrollment, or suspension of a child from a child care and development program and reflects a joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services in regard to ensuring that children with disabilities are not suspended or expelled because of disability-related behaviors. Additionally, regulation updated to more closely align with law the order of disenrollment when necessary due to a reduction in state reimbursements, delete material related to the personal belief exemption as this exemption no longer exists, clarify that medical exemptions are required to specify how long the exemption is expected to be needed and that

it may not extend beyond the current grade span, reflect **NEW LAW (AB 1797, 2022)** which requires child care centers to disclose specified immunization information to local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, clarify that verification of an excused absence be signed by the district's authorized representative if verification is made by telephone, include procedures districts are required to follow when a child has been absent and the family has not been in communication with the district's child care and development services program coordinator or site supervisor for seven consecutive calendar days, specify that any appeal from a hearing requested by a parent/guardian regarding a Notice of Action be appealed to the Child Development Division, and add a new section entitled "Coordinating Transitions" which includes material regarding the district's obligations when a child in the district's child care and development program transfers to a local public school and reflects **NEW LAW (SB 188, 2022)** which requires districts to designate a main point of contact for coordinating and completing the transition of a child and family from Part C of the Individuals with Disabilities Education Act (IDEA), infant/toddler programs, to Part B of IDEA, preschool.

**8. Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities**

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) requires districts to exempt an eligible student with a disability from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such student a high school diploma, and (2) provides that any such exempted student is eligible to participate in any graduation ceremony and school activity in which a student of similar age without a disability would be eligible to participate.

**9. Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education**

Policy updated to reflect a December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities placed in nonpublic schools.

**Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education**

Regulation last updated by GJUESD on 2/27/08. CSBA updated on 7/1/20.

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**Policy 1113: District And School Websites**

**Status:** DRAFT

**Original Adopted Date:** 02/27/2008

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school websites. The use of district and school websites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

**Design Standards**

The Superintendent or designee shall establish design standards for district and school websites in order to maintain a consistent identity, professional appearance, and ease of use.

District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.

The district's design standards shall address the accessibility of district and school websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

**Website Content**

The Superintendent or designee shall develop content guidelines for district and school websites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in BP 1325 - Advertising and Promotion, shall also apply to advertising on district and school websites.

**Privacy Rights**

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school websites.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school websites.

The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with the student's name, may be published on district or school websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district websites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school websites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or the officer's family. (Government Code 3307.5)

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**Regulation 1113: District And School Websites**

**Status:** DRAFT

**Original Adopted Date:** 02/27/2008

### **Design Standards**

The Superintendent or designee shall develop design standards for district and school websites that include, but are not limited to, guidelines to ensure the clear organization of the material, readability of the font type and size, and simplicity of the navigation structure linking the content on the website. Such standards shall take into consideration the ease of use on a wide range of devices.

In accordance with the requirements of the Americans with Disabilities Act and Section 504 of the federal Rehabilitation Act of 1973, district and school websites shall contain features that ensure accessibility for individuals with disabilities, which may include, but are not limited to, captions for videos and multimedia presentations, text alternatives to images, provision of sufficient time to use the content, avoidance of flashing images, adequate contrast in visual presentations, and/or other features that meet applicable standards for website accessibility. The Superintendent or designee shall regularly review district and school websites and modify them as needed to ensure legal compliance with accessibility standards.

### **Website Content**

As applicable, district and school websites shall provide current information regarding the district's mission and goals, district/school programs and operations, district/school news, agendas and minutes of Governing Board meetings, School Accountability Report Cards, school calendars, links to educational resources.

With approval of the principal, individual teachers may create web pages linked to the district or school website to provide information pertaining to class assignments, expectations, and activities.

Student work may be published on district or school websites provided that both the student and the student's parent/guardian provide written permission or the work is part of an existing publication such as a school newspaper.

Any copyrighted material to be posted on a district or school website shall be submitted to the Superintendent or designee together with the permission of the copyright owner to reprint the material. Any copyrighted material submitted without the copyright owner's permission shall only be posted on a district or school website if the Superintendent or designee determines that the material is in the public domain or that the intended use meets the criteria for fair use or another exception pursuant to 17 USC 107-122. When any copyrighted material is posted, the website shall include a notice crediting the copyright owner and, as necessary, shall note that permission to reprint the material was granted.

Whenever a district or school website includes links to external websites, it shall include a disclaimer that the district is not responsible for the content of external websites.

### **Roles and Responsibilities**

Any employee assigned as a district or school webmaster shall be responsible for the uploading of material to the website(s) upon approval of the Superintendent or designee. The employee shall review district and school websites to ensure consistency with district standards, regularly check links for accuracy and appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed.

The Superintendent or designee may assign additional staff members to conduct editorial reviews of all materials submitted for publication on district or school websites and to make corrections as needed in spelling, grammar, or accuracy of content.

The Superintendent or designee shall provide staff development opportunities related to district content guidelines, design standards, and accessibility laws and standards to district communications and technology staff, district and



school webmasters, and/or other appropriate staff.

### **Security**

The Superintendent or designee shall establish security procedures for the district's computer network to prevent unauthorized access and changes to district and school websites. To the extent possible, the host computer(s) shall be in a lockable room with restricted access.

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The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

### **Formation of Bargaining Units**

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

*Management employee* means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

*Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

### **Membership**

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

### **Access to New Employee Orientations**

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

### **Access to Employee Contact Information**

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

### **Communications with Employees**

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

### **Membership Dues or Other Payments to an Employee Organization**

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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### Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda for a regular meeting shall also provide members of the public an opportunity to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5; Government Code 54954.3)

The agenda does not need to provide an opportunity for public comment on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting, as well as the procedure for receiving and resolving such requests as required by law. (Government Code 54954.2, 54953)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents have been distributed to the Board less than 72 hours before the meeting. (Government Code 54956.9, 54957.5)

### Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board take action during a Board meeting to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, whether the item should be an action item subject to Board vote or an information item, and when the item is placed on the agenda.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a separate agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

#### **Agenda Dissemination to Board Members**

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

#### **Agenda Dissemination to Members of the Public**

Agenda and related materials distributed to the Board shall be made available to the public upon request without delay. However, only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting or which contain a claim or written threat of litigation which will be discussed in closed session shall be made available to the public. (Government Code 54956.9, 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a writing which relates to an open session agenda item or which contains a claim or written threat of litigation

which will be discussed in closed session during a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the writing available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)

1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting
2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The district lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

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**Policy 4112.2: Certification**

Status: DRAFT

Original Adopted Date: 02/27/2008 | Last Revised Date: 10/19/2022

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and competency in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

**Priorities for Hiring Based on Unavailability of Credentialed Teacher**

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, and the Board adopts a resolution that it has made reasonable efforts to recruit a fully prepared teacher for the assignment, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved internship program in the region of the district and possesses an intern credential
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by CTC

The Board shall take action to approve, at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who has been granted a credential waiver by CTC

Annually, the Board shall, prior to requesting that CTC issue an emergency permit or limited assignment permit, approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in Items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits and limited assigned permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. It shall also specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

**National Board for Professional Teaching Standards Certification**

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for

Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification
2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students
3. Providing substitute teachers to provide release time for participating teachers
4. Providing stipends for teacher participation that match other professional development stipends
5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

### **Parental Notifications**

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Is teaching in the field of discipline of the teacher's certification

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

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**Regulation 4112.2: Certification**

**Status:** DRAFT

**Original Adopted Date:** 02/27/2008 | **Last Revised Date:** 10/19/2022

### Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

The Superintendent or designee shall verify that any person who is employed by the district while CTC is processing the application for certification possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

### Basic Skills Proficiency

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)
2. Passage of the California Subject Examinations for Teachers: Multiple Subjects plus Writing Skills Examination
3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)
4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)
5. Achieving a qualifying score on College Board Advanced Placement Examinations
6. Passage of a basic skills examination from another state
7. Qualifying coursework (Education Code 44252)
8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if the employee has not yet been afforded the opportunity to take the test, provided that the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by CTC unless the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to persons being tested to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

### **Short-Term Staff Permit**

The district may request that CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved internship program
4. Inability of the applicant to enroll in an approved internship program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an internship program or the applicant's withdrawal from an internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested
2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit
3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

### **Provisional Internship Permit**

Before requesting that CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.
2. Orientation, guidance, and assistance will be provided to the permit holder as specified in 5 CCR 80026.5. The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience.
3. The district will assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district will assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public. The district shall submit a copy of the agenda item presented at an open Governing Board meeting which states the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.
6. The candidate has been apprised of steps to earn a credential and enroll in an internship program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

### **Teaching Permit for Statutory Leave**

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, administrative leave related to dismissal and suspension proceedings, military leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to CTC that it will provide the interim teacher: (5 CCR 80022)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022 and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring

pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with Items #2-3 above. (5 CCR 80022)

### **Long-Term Emergency Permits**

As necessary, the Superintendent or designee may request that CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit (CLAD), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

### **Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit (ETK)**

If, after conducting a diligent search, the district has been unable to recruit a sufficient number of certificated teachers, including teacher candidates pursuing full certification through internship, district internship, or other alternative routes established by CTC, the Superintendent or designee may request CTC to issue a one-year early childhood education (ECE) emergency specialist permit that authorizes the teacher to teach all subjects in a self-contained transitional kindergarten (TK) general education classroom. (Education Code 44300)

The request to CTC shall include the following justifications for the need for the ECE emergency specialist permit: (Education Code 44300)

1. Annual documentation that the district has adopted in policy and practice a process for conducting a diligent search as defined in Education Code 44300
2. A Declaration of Need for Fully Qualified Educators based on the documentation set forth in Item #1, and adopted by the Board at a regularly scheduled Board meeting
3. Verification that the district will provide the required orientation, mentoring, and support
4. The Board's receipt, at a regularly scheduled Board meeting, of a report on the orientation, mentoring, and support described in Item #3

The district may request CTC to renew the ECE emergency specialist permit for one additional year provided the following occurs: (Education Code 44300)

1. The applicant verifies current enrollment in a commission-approved teacher preparation program that will result in a credential authorizing teaching TK
2. The district submits a Declaration of Need for Fully Qualified Educators in the same manner as described in Item #2, above
3. The district verifies that the applicant continues to successfully serve in the assignment on the basis of the ECE emergency specialist permit
4. The district verifies continued orientation, mentoring, and support, with reporting to the Board in the same manner as described in Item #3, above

## Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year or as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing a person with an emergency substitute permit pursuant to Item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

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The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history/social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

However, an English learner who has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students may be denied participation in any such course, if the course of study provided to the student is designed to remedy academic deficits incurred during participation and reasonably calculated to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in Item #1 above
3. Other courses that meet the "A-G" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

#### **Staff Qualifications and Training**

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.



## Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

## Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding
2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Until July 1, 2029, the Superintendent or designee may, with Board approval, and as specified in BP 5117 - Interdistrict Attendance, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations, or teacher shortages to dual language immersion programs. (Education Code 48345)

### **Reclassification**

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

### **Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to Items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

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**Regulation 6174: Education For English Learners**

**Status:** DRAFT

**Original Adopted Date:** 09/22/2021

### Definitions

*English learner* means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

*Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

*Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

*Native speaker of English* means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

### Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, 11518.5)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC. (Education Code 313, 52164.1; 5 CCR 11518.5)

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.37.

Based on the initial assessment, the student shall be classified either as initially fluent in English proficient or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are

received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided no later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
  - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
  - b. The manner in which the program will meet the educational strengths and needs of the student
  - c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - e. When the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

### **Language Acquisition Programs**

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the

parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.

3. If the number of parents/guardians described in Item #2 is attained, the Superintendent or designee shall:
  - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
  - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
  - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in Item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
  - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

The district shall provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. (5 CCR 11302)

### **Reclassification/Redesignation**

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The criteria for determining whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC
2. Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not limited to, a review of the student's curriculum mastery and academic performance
3. Parent/guardian involvement, including:
  - a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate
  - b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process
  - c. Provision of an interpreter for the parent/guardian, when necessary
4. Comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)

### **Advisory Committees**

A school-level English Learner Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership. (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of regular school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Board for consideration for inclusion in the district master plan. (Education Code 52176)

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

The DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)

1. Developing a district master plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. Conducting a districtwide needs assessment on a school-by-school basis
3. Establishing a district program, goals, and objectives for programs and services for English learners
4. Developing a plan to ensure compliance with applicable teacher or instructional aide requirements
5. Administering the annual language census
6. Reviewing and commenting on the district's reclassification procedures
7. Reviewing and commenting on the required written parental notifications

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that DELAC and ELAC committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

#### **LCAP Advisory Committee**

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP). Such advisory committee shall provide input regarding the district's existing language acquisition programs and language programs, and, where possible, the establishment of other such programs, in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. If the DELAC acts as the ELAC pursuant to Education Code 52063 and 52062, the DELAC shall also review and comment on the development or annual update of the LCAP. (Education Code 52062, 52063; 5 CCR 11301, 15495)

The DELAC may also serve as the LCAP English learner advisory committee.

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The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

#### **Information and Training**

The Superintendent or designee shall provide school staff with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. Such training shall also provide instruction on how to maintain student privacy and confidentiality. Behavioral health information and training may also be provided to parents/guardians, students, and families. (Education Code 49428.15)

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students
2. Including the information, at the beginning of the school year, in the parent handbook for parents/guardians and in student orientation materials or a student handbook
3. Posting the information on the school's website or social media

Parents/guardians and students shall each receive two notices on how to initiate access to student mental health services, which may be delivered by different methods. (Education Code 494280)

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant



poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors
3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

### **Mental Health Counseling and Referrals**

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

Mental health and behavioral health services for students on campus may be provided by way of telehealth technology. (Education Code 49429)

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

### **Funding Resources**

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

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**Policy 5148: Child Care And Development**

**Status:** DRAFT

**Original Adopted Date:** Pending

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

The Board shall enter into a contract with the California Department of Social Services (CDSS) for the provision of child care and development services by the district.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

When a district child care program is physically closed by local or state public health order, the district shall provide distance learning when required to do so as a condition of funding or when required by law.

**Eligibility and Enrollment**

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized child care services are provided to eligible families to the extent that state and/or federal funding is available and in accordance with enrollment priorities specified in Welfare and Institutions Code 10271 and 5 CCR 18106.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

A child's eligibility for transitional kindergarten enrollment shall not impact family eligibility for a childcare or preschool program. (Education Code 48000)

**Staffing**

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications, experience, and training, and have satisfied all legal requirements.

**Facilities**

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services

3. Purchase of relocatable child care facilities
4. Inclusion of child care facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

### **Complaints**

For a licensed child care center, any complaint alleging health and safety violations shall be referred to CDSS. (5 CCR 4611)

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

### **Program Evaluation**

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The results of the evaluation shall be used to develop an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

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**Regulation 5148: Child Care And Development**

**Status:** DRAFT

**Original Adopted Date:** Pending

### Licensing

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

### Program Components

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Welfare and Institutions Code 10209.5; 5 CCR 18272)

Program staff shall complete the developmental profile for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Welfare and Institutions Code 10209.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs
3. A staff development program which complies with 5 CCR 18274
4. Parent/guardian involvement and education that comply with 5 CCR 18275 and includes an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress
5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed
6. A community involvement component that complies with 5 CCR 18277
7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)
8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level
9. An annual plan for program evaluation which conforms with the state's system and includes a self-evaluation, parent/guardian survey, and environment rating scale (5 CCR 18270.5, 18279, 18280, 18281)

### Health and Safety

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that

offer free or discounted tests. (Health and Safety Code 1596.7996)

If a licensed child care center is located in a building that was constructed before January 1, 2010, the center shall have its drinking water tested for lead contamination levels every five years. The center shall notify the parents/guardians of enrolled children of the requirement to test a facility's drinking water and of the test results. If notified of elevated lead levels, the center shall immediately make inoperable and cease using the fountains and faucets where elevated lead levels may exist and shall obtain a potable source of water for children and staff at that location. (Health and Safety Code 1597.16)

### **Staffing**

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in Welfare and Institutions Code 10275.5 and 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If a person meets all other requirements for employment or volunteering, as applicable, but needs additional time to obtain and provide immunization records, the person may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that the person has received the required immunizations. Employees and volunteers shall be immunized against influenza between August 1 and December 1 of each year. (Health and Safety Code 1596.7995)

A person shall be exempt from the above immunization requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.
3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

### **Eligibility and Enrollment**

To participate in the district's subsidized child care program, families shall document both an eligibility basis and need for care as follows: (Welfare and Institutions Code 10271 and 10271.5)

1. The family is eligible for subsidized services on the basis of being:
  - a. A current aid recipient
  - b. Income eligible
  - c. Homeless
  - d. The family's children are recipients of child protective services or have been identified as being or at risk

of being abused, neglected, or exploited

- e. A member of the household is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other means-tested government program as determined by the California Department of Social Services.

2. The family has a need for child care based on either of the following:

- a. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated
- b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as experiencing homelessness

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Welfare and Institutions Code 10271)

Second priority for enrollment shall be given to families, regardless of the number of parents in the home, who are income eligible, as defined in Welfare and Institutions Code 10271.5. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family in which the primary home language is a language other than English shall be admitted first. If there is no family of the same priority in which the primary home language is a language other than English, the family of the same priority that has been on the waiting list for the longest time shall be admitted first. (Welfare and Institutions Code 10271 and 10271.5)

After all children eligible for subsidized services have been enrolled, the district may enroll other children in accordance with the priorities established by the Governing Board.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 24 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 24 months. If such eligibility ends before the end of the child care and services program year, eligibility shall be extended until the end of the program year as long as applicable age-eligibility requirements specified in Welfare and Institutions Code 10213.5 are met. (Welfare and Institutions Code 10271)

However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Welfare and Institutions Code 10271.5, and the family's ongoing eligibility shall be recertified at that time. At any time, a family may voluntarily report income or other changes which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of

eligibility before recertification. (Welfare and Institutions Code 10271)

Additionally, a family establishing eligibility for services on the basis of receiving services under a CalWORKs Stage 1, 2, or 3 program shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. (Welfare and Institutions Code 10271)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the service is no longer wanted
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services including, but not limited to, the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

### **Fees and Charges**

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the state fee schedule, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Welfare and Institutions Code 10260, 10271, 10290, 10291, 10436; 5 CCR 18078, 18108-18110)

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Welfare and Institutions Code 10290; 5 CCR 18082, 18114, 18115)

District child care centers shall post in a prominent location adjacent to the license at the child care facility the rates, and discounts or scholarship policies if any. (Welfare and Institutions Code 10288)

### **Expulsion/Unenrollment and Suspension Based on Behavior**

The district's child care and development program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Welfare and Institutions Code 10491)

1. In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher, and if available engage an early childhood mental health consultant, in an effort to maintain the child's safe participation in the program
2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If appropriate, consider completing a comprehensive screening to identify the needs of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Welfare and Institutions Code 10491.1)

A child shall not be suspended from the district's child care and development program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child. (Welfare and Institutions Code 10491.1)

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate. (Welfare and Institutions Code 10491.1)

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing all of the following: (Welfare and Institutions Code 10491.1)

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDSS in the event of expulsion or suspension. If the district suspends or expels a child from the child care and development program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 18095, informing the parents/guardians of the right to file an appeal of the action directly with CDSS no later than 14 calendar days after receiving the notice. (Welfare and Institutions Code 10491.1)

If a child is suspected of having a developmental delay, disability, or mental health issue, the child's parent/guardian shall be referred, if appropriate, to the mental health system, the state's early intervention program, or the district's special education program regarding evaluation for services under the Individuals with Disabilities Education Act (IDEA). Children identified as having exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the IDEA.

### **Disenrollment**

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Welfare and Institutions Code 10272.5)



1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children who have been enrolled in child care services the longest shall be disenrolled first.
3. If two or more families have the same income, children without disabilities shall be disenrolled first.
4. Families whose children are receiving child protective services or are at risk of neglect or abuse, regardless of family income, shall be disenrolled last.

### **Health Examination and Immunizations**

Prior to or within six weeks of enrollment, a child enrolling in a child care center shall obtain a physical examination and evaluation and receive age-appropriate immunizations. (Welfare and Institutions Code 10271)

A child may be exempted from the immunization requirements only if a licensed physician indicates that immunization should not be given and specifies how long this exemption is expected to be needed. (22 CCR 101220.1)

A medical exemption shall be submitted using the standardized medical exemption certification form developed by California Department of Public Health (CDPH) and transmitted using the California Immunization Registry. The request shall include, but not be limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary, including the date upon which a temporary medical exemption will expire. All medical exemptions shall not extend beyond the current grade span of the student, and a temporary exemption shall not exceed one year. (Health and Safety Code 120372)

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Welfare and Institutions Code 10271)

District child care centers shall disclose immunization information to the local health department and CDPH in accordance with Health and Safety Code 120440, and maintain the confidentiality of such information in the same manner as other students records in accordance with law and as specified in Administrative Regulation 5125 - Student Records. (Health and Safety Code 120440)

### **Attendance**

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or the district's authorized representative if verification is made by telephone. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Welfare and Institutions Code 10213.5)
2. Family emergency (Welfare and Institutions Code 10213.5)

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Welfare and Institutions Code 10213.5)
4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Welfare and Institutions Code 10213.5)

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

When a child has been absent and the family has not been in communication with the program coordinator or site supervisor for seven consecutive calendar days, the district shall attempt to contact the parent/guardian through a variety of communication methods, including one attempt in writing which may be through electronic means, informing the parent/guardian that failure to communicate with the district may result in termination of child care services. The district shall keep documentation of all such communication attempts in the family's data file, and, if there has been no communication for a total of 30 consecutive calendar days, issue a Notice of Action to disenroll the family on the basis of abandonment of care. (5 CCR 18066.5)

Parents/guardians shall be notified of the policies and procedures related to excused absences for child care and development services. (5 CCR 18066)

### **Rights of Parents/Guardians**

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the Child Development Division. (5 CCR 18120-18122)

### **Coordinating Transitions**

When a child in the district's child care and development program transfers to a local public school, the district's child care and development program administrator shall provide the child's parent/guardian with information from the previous year which is beneficial to the student and the student's teacher, including, but not limited to, developmental issues, social interaction abilities, health background, and diagnostic assessments, if any. The program administrator shall transfer this information to the student's elementary school, with permission of the student's parent/guardian. (Welfare and Institutions Code 10315)

To facilitate the transition of a child with a disability, the district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of IDEA), including establishing practices to educate and

support families during the transition: (Government Code 95008)

Educational Services Director  
1018 C Street, Suite 210  
209-744-4545 ext. 303  
knijjar@galt.k12.ca.us

### **Records**

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required under the state contract.

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**Policy 6146.4: Differential Graduation And Competency Standards For Students With Disabilities**

**Status:** ADOPTED

**Original Adopted Date:** 02/27/2008 | **Last Reviewed Date:** 02/27/2008

The Individualized Education Program (IEP) team shall determine the appropriate standards and assessments, as well as the accommodations, that may be required for students with disabilities.

No student shall be classified as eligible for differential standards of proficiency for the purpose of circumventing the legal requirement to maintain academic eligibility for extracurricular or cocurricular activities. (Education Code 35160.5)

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**Original Adopted Date:** 02/27/2008

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student with a disability shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

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**Regulation 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education**

**Status:** DRAFT

**Original Adopted Date:** 02/27/2008

### Master Contract

Every master contract between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreements for providing special education and designated instruction and services. The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)

1. Student-teacher ratios
2. Transportation specified in a student's individualized education program (IEP)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. Procedures for recordkeeping and documentation
4. The maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student
5. An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP
6. A description of the process to be utilized by the district to oversee and evaluate placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress
7. Procedures and responsibilities for attendance and unexcused absences
8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements
9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

### Placement and Services

For any student to be placed in an NPS/A, the Superintendent or designee shall develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results
2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in an NPS/A. (5 CCR 3069)

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

### **Out-of-State Placements**

Before contracting with an NPS/A outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by an NPS/A within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with an NPS/A outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

### **On-Site Visits**

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

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