

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

Regular Board Meeting
Wednesday, August 22, 2018
6:00 p.m. Closed Session
7:00 p.m. Open Session

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

AGENDA

Anyone may address the Board regarding any item that is within the Board’s subject matter jurisdiction. However, the Board may not take action on any item which is not on this agenda as authorized by Government Code Section 54954.2.

Community members and employees may address items on the agenda by filling out a speaker’s request form and giving it to the board meeting assistant prior to the start of that agenda item.

Comments are limited to no more than 3 minutes or less pending Board President approval.

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

B. Announce Items to be Discussed in Closed Session, Adjourn to Closed Session

1. STUDENT MATTER, Education Code §35146, 48918(c),
 - Expulsion Re-admit Case #17/18-02
2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
4. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: John Gordon
 - Superintendent

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

D. Public Comments for topics not on the agenda

Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker’s request form.

E. Reports

LCAP GOAL 1

Develop and implement a personalized learning and strengths-based growth plan for every learner that articulates and

transitions to high school learning pathways while closing the achievement gap.

LCAP GOAL 2

Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.

LCAP GOAL 3

Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.

1. 2018-19: A New School Year Begins

LCAP GOAL 4

School facilities are safe, healthy, hazard free, clean and equipped for 21st century learning.

1. Measure K Update and Citizens Bond Oversight Committee Update
2. Equity and School Capacity: Next Steps

OTHER

1. Collective Board Candidates Meeting
2. Galt Balloon Festival
3. Backpack and School Supplies Donation: Jim Cooper, Assemblymember and John Gordon, GJUESD Board President

F. Routine Matters/New Business

171.918 Consent Calendar

MOTION

a. Approval of the Agenda

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

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

b. Minutes: July 25, 2018 Regular Board Meeting

c. Payment of Warrants:

Vendor Warrant Numbers: 19415286-19415339, 19416466-19416515, 19417517-19417560

Certificated/Classified Payrolls Dated: 7/31/18, 8/10/18, 8/13/18

d. Personnel

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

e. Food Services Out of State Conference Attendance: Nick Svoboda

f. Transportation Instructor Contract

g. After School Education and Safety Agreement

h. Lodi Children's Therapy Master Contract

i. Bizzi Bodies Children's Therapy Master Contract

j. Learning Solutions Kids, Inc. Master Contract

171.919	Consent Calendar (Continued) – Items Removed for Later Consideration	CC Items Removed
171.920	Board Action Regarding Student Expulsion Re-admit Case #17/18-02	MOTION
171.921	Board Consideration of Approval of 2017-18 Unaudited Actuals and 2018-19 Budget Revisions	MOTION
171.922	Board Consideration of Approval of Resolution #1 GANN Limit	MOTION
171.923	Board Consideration of Approval of Re-Certification Work at Vernon E. Greer Elementary School	MOTION
171.924	Board Consideration of Approval of Resolution #2: Accepting Final Completion of Contract for the Valley Oaks Elementary School HVAC and Roof Replacement Modernization Project	MOTION
171.925	Board Consideration of Approval of Proposal from Williams & Associates, LLC for State School Facility Program Services	MOTION
171.926	Board Consideration of Approval of California Schools Board Association (CSBA) Nominations Director at Large	MOTION
171.927	Board Consideration of Approval of Declaration of Need for Fully Qualified Educators	MOTION

G. Pending Agenda Items

1. School Furniture Analysis and Pilot Programs
2. Farm To Futures Center

H. Public Comments for topics not on the agenda

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

I. Adjournment

The next regular meeting of the GJUESD Board of Education: September 26, 2018

Board agenda materials are available for review at the address below.

Individuals who require disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing:

Karen Schauer Ed.D., District Superintendent
Galt Joint Union Elementary School District
1018 C Street, Suite 210, Galt, CA 95632

(209) 744-4545



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 8/22/18	Agenda Item: Closed Session
Presenter: Karen Schauer	Action Item: Information Item: XX
<ol style="list-style-type: none"> 1. STUDENT MATTER, Education Code §35146, 48918(c), <ul style="list-style-type: none"> ▪ Expulsion Re-admit Case #17/18-03 2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano <ul style="list-style-type: none"> ▪ Employee Agency: (GEFA) Galt Elementary Faculty Association ▪ Employee Agency: (CSEA) California School Employee Association ▪ Unrepresented Employees 3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957 4. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: John Gordon <ul style="list-style-type: none"> ▪ Superintendent 	



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 8/22/18	Agenda Item: Reports
Presenter: Karen Schauer	Action Item: Information Item: XX
<p><u>LCAP GOAL 1</u> <i>Develop and implement a personalized learning and strengths-based growth plan for every learner that articulates and transitions to high school learning pathways while closing the achievement gap.</i></p> <p><u>LCAP GOAL 2</u> <i>Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.</i></p> <p><u>LCAP GOAL 3</u> <i>Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.</i></p> <ol style="list-style-type: none"> 1. 2018-19: A New School Year Begins <p><u>LCAP GOAL 4</u> <i>School facilities are safe, healthy, hazard free, clean and equipped for 21st century learning.</i></p> <ol style="list-style-type: none"> 1. Measure K Update and Citizens Bond Oversight Committee Update 2. Equity and School Capacity: Next Steps <p><u>OTHER</u></p> <ol style="list-style-type: none"> 1. Collective Board Candidates Meeting 2. Galt Balloon Festival 3. Backpack and School Supplies Donation: Jim Cooper, Assemblymember and John Gordon, GJUESD Board President 	



LCAP GOAL 3

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

1. 2018-19: A New School Year Begins

1. District-wide Employee Meeting August 13, 2018: TEAMwork for DREAMwork
The Superintendent, Directors, Expanded Learning Coordinator, Galt Police Chief and Galt Police Lieutenant teamed in a presentation with the following goals: 1) Share 2018-19 direction, 2) Celebrate GALT Bright Futures accomplishments and 3) Review safety efforts and procedures.
2. Back-To-School Night Schedules
 - Lake Canyon: Tuesday, Aug. 21
 - ◆ General Session: 6:00-6:30pm
 - ◆ Classrooms: 6:30-8:00pm
 - Greer: Tuesday, Aug. 21
 - ◆ Principal Message: 6:00-6:25pm
 - ◆ Session 1: 6:30-7:00pm
 - ◆ Session 2: 7:05-7:35
 - Marengo Ranch: Tuesday, Aug. 21
 - ◆ 1-3 Grades: 6:00-6:30pm
 - ◆ Parent Connection: 6:30-7:00pm
 - ◆ 4-6 Grades: 7:00-7:30pm
 - River Oaks: Tuesday, Aug. 21
 - ◆ Principal Message: 5:30-6:00pm
 - ◆ Session 1: 6:00pm
 - ◆ Session 2: 6:45pm
 - Valley Oaks: Thursday, Aug. 23
 - ◆ Session 1: 6:00-6:42pm
 - ◆ Session 2: 6:45-7:30pm
 - Fairsite: Tuesday, Aug. 23
 - ◆ English: 6:00-7:00pm
 - ◆ Spanish: 7:00-8:00pm
 - McCaffrey: Tuesday, Aug. 28
 - ◆ Principal Message: 6:00-6:30pm
 - ◆ Classrooms: 6:30-8:00pm
3. Parent Safety Letter
4. Parent Handbooks and School District Communications Magnet



TEAMwork for
DREAMwork:
Growing
And
Learning
Together
2018-19



GOALS:

- Share 2018-19 direction.
- Celebrate Galt Bright Futures accomplishments.
- Review safety efforts and procedures.



GALT Bright Futures Direction: **Deepened** Efforts for 2018-19



Galt Joint Union Elementary School District

**GROWING
AND
LEARNING
TOGETHER**

2018-2019

Implement a personalized learning and strength-based growth plan for every learner that articulates and transitions to high school learning pathways while closing the achievement gap.

GOAL 1

Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.

GOAL 3

Inspire learners-one plan at a time!

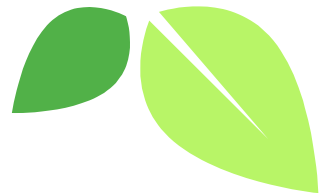
Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.

GOAL 2

School facilities are safe, healthy, hazard free, clean and equipped for 21st Century Learning.

GOAL 4

With a sustained vision of Growing And Learning Together, learner strengths, needs, interests and aspirations are acted upon to maximize personalized growth and achievement. The GJUESD Bright Future LCAP describes intentional, research-based efforts to prepare learners for college, career and life success. The school district recognizes capacity building, collaboration and continuous improvement as fundamental elements of educational improvement, with additional attention to curriculum coherence and the power of language.





GALT Bright Futures: Our Vision to Reality

LCAP
GOAL
1



[Learner Goals & Pathways](#)



[Blended Personalized Learning Environments](#)

LCAP
GOAL
2

LCAP
GOAL
3



[Continuous Improvement Through Shared Responsibility](#)



[NextGen School Facilities](#)

LCAP
GOAL
4

My Personalized Pathway: Cradle to Career Progression



[Learner Goals and Pathways](#)



["Dreaming with Eyes Open"](#)




A Personalized Pathway for Cradle to Career Success

Personalized Learning Plan (PLP)

Reflective Questions

- **College and Career:** What do you want to be when you grow up?
- **Civic Responsibility:** How can you make the City of Galt a better place for everyone?
- **Dreams, Hopes and Qualities:** What do you want your teacher to know about you?



GALT Bright Futures– Why? Why this way?

“We all think differently, learn differently and we are all great in different ways...”

- Youth Learner, Galt Joint Union Elementary School District

1. Learners today... Leaders tomorrow!

- Building a cradle to career PERSONalized learning progression for college, career and life success.

2. One size does not fit all.

- *Knowing* the “whole learner” maximizes growth and achievement.

3. Motivation and Perseverance.

- Strengths-based not deficit-driven education inspires learning while strengthening the learner’s ability to access and persevere with rigorous curriculum.

4. Coherence

- Realigning tools and processes for meaningful learner reflection, collaboration and growth.

GJUESD Professional Learning Cycle: Educator Reflective Rubric

GJUESD Professional Learning Cycle/Reflective Rubric

Teacher: _____ School Year: **2017-2018** Date: _____ School: _____

Criteria: ___ is participating on a Voluntary Basis ___ is on the 5 year Evaluation Cycle ___ has received "Meets Standards" in previous Evals
 ___ has selected this document as an Alternative to the Formal Evaluation Document

Date of Initial Conference _____ Mini Observation _____ Mini Observation _____ Peer Observation _____ Peer Observation _____ 5th Mini-Optional _____

Category	Exploring*	Applying	Refining	Innovating
Instructional Domain (California Standards for the Teaching Profession #1, #4 and #5) Definition: Set of instructional strategies used to create a learner-centered environment that includes creating engaging and relevant curricula, managing classroom dynamics, and using instructional approaches and methods that build toward and assess mastery.	<ul style="list-style-type: none"> • Use assessment data as a tool for student learning • Analyze data to inform instructional practices • Customize the learning experience for learners • Promote student agency (ownership) with regard to learning • Use a variety of instructional strategies, resources and technologies to meet the individual needs of diverse learners • Promote critical thinking through inquiry, problem solving, and reflection 			
Data Use	Learns about students through data provided by the school and/or through district assessments.	Gathers additional formative assessment data to plan for additional support or acceleration for individuals and groups of learners.	Aggregates and disaggregates a variety of formative and summative assessment data to inform planning for the class as a whole as well as for individual learners.	Engages students in assessing their own learning and in using the data to develop/modify their plans to reach their individual learning targets.
Variety Instructional Strategies https://www.teachingchannel.org/videos/personalize-feedback-for-students	Effectively uses instructional strategies, resources, and technologies provided by the school and/or district.	Utilizes a variety of strategies, resources and technologies during instruction to meet learners' diverse needs.	Develops and uses an extensive repertoire of strategies, resources and technologies to meet the diverse needs of learners.	Adapts and integrates a broad range of strategies including culturally responsive pedagogy, resources, and technologies into instruction designed to meet individual learning targets and personalized student goals.
Rigor and Critical Thinking	Includes questions in single lessons or a sequence of lessons that require learners to recall, interpret and think critically.	Guides learners to think critically through use of questioning strategies, posing/solving problems, and reflection on issues faced in content.	Supports learners to initiate critical thinking through independently developing questions, posing real-life problems and reflection on multiple perspectives.	Facilitates systematic opportunities for learners to apply critical thinking by designing structured inquiries into complex real-life problems.

*The Exploring column of this document is the equivalent of obtaining a "Meets Standards" on the Summary Evaluation document.

Exploring to
Innovation
Progression

Reflective Rubric for School Administrators

GJUESD Rubric for Educational Leaders

Leader: _____ School Year: _____ Date: _____

Self Reflection: Highlight where you are at for each indicator.

Foundational Domain: Vision, Values, and Culture for Learner-Centered, Personalized Education
CPSEL Standard 1: Development and Implementation of a Shared Vision
PSEL Standard 1: Mission, Vision, and Core Values
Definition: This domain encompasses leaders' ability to establish a learning environment where all learners graduate with the knowledge, skills, and dispositions they need to succeed in college, career, and civic life.
Elements:

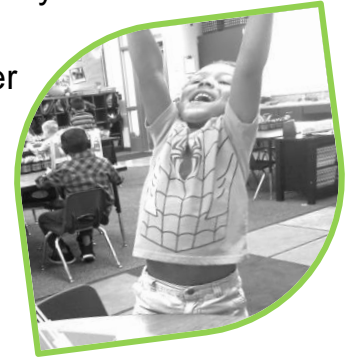
- Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all learners.
- Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.
- Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.
- Establish and sustain a learning-focused culture of risk-taking and continuous improvement.

Indicators	Developing	Leading	Inspiring
Learner-Centered Vision	Leader understands the site's purpose to increase learning and well-being. Creates norms that foster student voice, choice, and agency.	Cultivate multiple learning opportunities and support systems that build on student assets and address student needs. Draws attention to existing equity gaps.	Creatively designs and implements multiple learning opportunities to advance support for academic, linguistic, cultural, social-emotional, behavioral, and physical development of each learner.
Developing Shared Vision	Leader invites staff and community to become involved in developing a vision aligned to local, state, and federal laws and regulations.	Leader enlists staff and stakeholders to participate in the vision development process. Builds shared accountability to achieve the vision by distributing leadership roles.	Leader recruits a broad range of stakeholders and offers a variety of activities to maximize their engagement in developing an authentic site vision. There is shared responsibility to review and adjust the vision as needed to create systemic coherence.
Vision Planning and Implementation	Leader recognizes implementation plans for the site's vision should be reviewed and updated. Identifies multiple sources of evidence to be collected to determine whether the plan is addressing the site's vision.	Leader engages stakeholders in a process of ongoing monitoring and assessment of progress toward realizing the vision. Systematically collects and analyzes data about the site's growth and gaps.	In collaboration with stakeholders and using relevant data, develop and promote a vision for the school on the successful learning and development of each child and on instructional and organizational practices that promote such success.
Learning is the Core Mission and Organizing Force	Establish a safe environment where seeking help and questioning is encouraged for learners and leaders.	Applies a growth mindset to problem solving across the learning community for learners and leaders.	Leader maintains and models a laser-like focus on high expectations, core learning goals, academic improvement, and well-being for all.

Developing to
Inspiring
Progression

ACCOMPLISHMENTS, PARTNERSHIPS & DISSEMINATION

- 2018 California Exemplary District
- WestEd Multi-year Study
 - GJUESD students outpaced their “matched” student counterparts in academic growth by over ten percent in each content area: mathematics, reading and language usage.
 - By year three of the initiative and full implementation, high poverty and English learner groups demonstrated achievement trajectories upward in all content areas.
- Facilities and Measure K
- \$100,000 in Cradle to Career Planning Awards
- Continued Multi-year grant funding for NGSS
- 2018-19 Presentations: Keynote at CA Schools Psychology Association (CASP), CA School Board Association (CSBA), CA Educational Research Association (CERA)
- US News & World Report
- California Superintendents Collaborative Network: UC Davis School of Education



Challenges!

- Slow enrollment growth
- State budget changes and rising costs
- Finalizing boundaries and school grade spans given enrollment trends and Measure K facilities modernization



Key Refinement Areas: 2018-19



1. Content Connections with Impactful Language Use

Use key instructional strategies to increase rigor and academic language use across content areas for meaningful learning impact. (LCAP Goals 1 & 2)

Clarifying Elements:

- Content connections through California Framework content integration model
- Foundational skills consistently addressed in reading, writing and math
- English Language Development
- NGSS implementation and use of notebooking

2. Educator Professional Learning Cycle

Teachers and administrators participate in a cycle of professional learning through reflection, collaboration, feedback and problem solving to strengthen classroom instruction and improve or innovate school supports and opportunities (Growing And Learning Together). (LCAP Goals 1-3)

Clarifying Elements:

- Rubric reflections,
- Professional Learning Communities
- Problem of Practice
- SWVL video application
- Micro-credentials

3. Proactive, Strengths-based Supports & Opportunities

Strengthen and align proactive and strengths-based academic, behavioral, and social emotional support to better ensure every learner growing, achieving and thriving. (LCAP Goals 1-3)

Clarifying Elements:

- Multi-Tiered Systems of Support (MTSS) Implementation
- California Task Force on Special Education
- One System: Reforming Education to Serve All Students
- GALLUP Strengths, Restorative Practice & School Climate
- Maximize Individual Growth
- Coherent and personalized supports and opportunities
- Academic Conferences

4. Cradle To Career Articulation

Articulate and provide meaningful college and career education experiences through everyday classroom instruction, expanded learning environments, family learning opportunities and facilities improvements. (LCAP Goals 1, 2, 4)

Clarifying Elements:

- PreK- 8 PLP implementation
- Preschool and School Readiness
- Career Technical Education resources and articulation through SCOE
- Articulating Galt High School District pathways including agriculture and natural resources and engineering
- College partnerships, AVID
- NGSS Lesson Sequences with Career Connections
- Professional learning for Next Gen Classroom, BFCL, Maker Spaces, STEAM, Project-based Service Learning
- School Facilities Capacity and Equity

Leadership Teamwork & Collaboration

School Board Governance Team

- John Gordon
- Grace Malson
- Matthew Felix
- Wesley Cagle

Supervisors/Coordinators

- Minh Do
Technology
- Jennifer Collier
Extended Learning
- Nick Svoboda
Food Services
- Kevin Sellstrom
Transportation and M&O
- Tracy Stinson
Fiscal Services
- Lori Mathies
Human Resources

Additional Teams

NGSS Lead Teachers ~ Powerful PLCs ~ Committees: DAC, DELAC, SSC, ELAC ~ Youth Voice and Listening Circles.

Directors

- Donna Mayo- Whitlock
Educational Services
- Claudia Del Toro-
Anguiano
Curriculum
- Lois Yount
Business Services

Academic Coaches

- Gail Bruce
MTSS & Systems
Support
- Ann Rivera,
Benchmark & Writing
- Leah Wheeler
NGSS & Math
- Kelly Vicek
Amplify and ELD
- John Durand
Service Learning
Coordinator

School Administrators

- Ron Rammer, Gerardo
Martinez and Julie Grandinetti:
McCaffrey
- Judi Hayes and Laura
Papineau: Lake Canyon
- Jennifer Porter and Kuljeet
Nijjar: Marengo Ranch
- Donna Gill and Alison
Calhoun: River Oaks
- Stephanie Simonich and Tina
Homdus: Greer
- David Nelson and Laura
Marquez: Valley Oaks

Union Leadership

- GEFA
 - Kathy Loesch, President
 - Teresa Michel, Vice President
- CSEA
 - Lori Jones, President
 - Isabel Valencia,, Vice President

Youth Development Practices

Supports and Opportunities for Youth Success



Prevention: Power of School Climate

Relies on developing positive school climate built on a culture of safety, respect, trust and social and emotional support. Teachers and staff in safe school environments support diversity, encourage communication between faculty and students, intervene in conflicts, and work to prevent teasing and bullying.

Students in safe school climates feel empowered to share concerns with adults, without feeling ashamed or facing the stigma of being labeled a “snitch.”

- *Build positive, trusting relationships with students through active listening and taking interest in what they say.*
- *Break down “codes of silence” and help students feel empowered to come forward and share concerns.*
- *Help students feel more connected to their classmates and school.*
- *Identify clubs or teams at school students can join.*

Source: Enhancing School Safety Using a Threat Assessment Model- An Operational Guide for Preventing Targeted School Violence

U.S. Department of Homeland Security, United States Secret Service, National Threat Center July 2018

SCHOOL SAFETY EFFORTS GJUESD and GALT PD



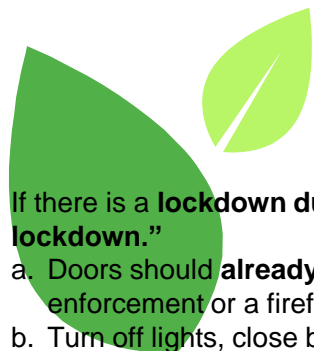
Strengthening GJUESD Safety and Security

1. Galt PD and GJUESD Leadership Safety Coordination Meetings: June and July 2018.
2. Updating and presenting revised Safety Procedures to all employees.
3. Galt PD presence at every school location on the first day of school.
4. Galt PD School Resource Officer observing and auditing scheduled safety drills at every school - fall and spring.
5. Galt PD conducting yearly facilities and school grounds security audits.
6. New security cameras installation and testing that allows GJUESD and Galt PD simultaneous access.
7. Participating in on-going threat assessment meetings with Galt PD and Galt High School District.

SHELTER IN PLACE

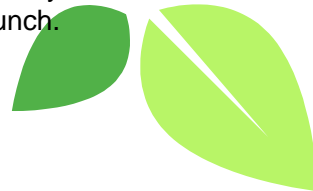
(Lockdown, Natural Disaster, Duck & Cover)

CLASSROOM DOORS SHOULD BE KEPT LOCKED AT ALL TIMES



1. If there is a **lockdown due to an intruder or active shooter**, and there is access to the intercom system, staff will announce, **“We are on lockdown.”**
 - a. Doors should **already** be locked. Do not open your door for any reason. Do not let students in. If someone identifies themselves as law enforcement or a firefighter, do not let them in.
 - b. Turn off lights, close blinds, and keep students out of sight and quiet.
 - c. Students on the playground or not in a classroom or building will seek shelter in bathrooms or with staff identified to get students into a classroom or building. *Students and staff need training and practice so they know how to respond to a lockdown when not in a classroom or building.
2. In the case of a lockdown drill, office will announce, **“We are now practicing a lockdown drill,”** (follow same procedure above)
 - a. Doors should **already** be locked. Do not open your door for any reason. Do not let students in. If someone identifies themselves as law enforcement or a firefighter, do not let them in.
 - b. Turn off lights, close blinds, and keep students out of sight and quiet.
 - c. Students on the playground or not in a classroom or building will seek shelter in bathrooms or with staff identified to get students into a classroom or building.

**Students and staff need training and practice so they know how to respond to a lockdown when not in a classroom or building.*
3. If there is a **lockdown due to a natural disaster**, such as a gas leak or nearby fire, the office will announce the situation.
 - a. Keep students in the classroom. Limit student conversation, as you will be listening for instructions. There is no need to turn off lights, close blinds, etc.
 - b. Students at recess or lunch will be quickly lined up by yard supervisors. Immediately retrieve your students and return to your classroom in order to limit exposure to any danger. Middle school students will go to their advisory class if the lockdown occurs during lunch.
 - c. Call the office if you are missing students.
 - d. Train your students to immediately return to class during this type of lockdown.
4. If there is an **earthquake, follow the Duck and Cover** guidelines:
 - a. Drop to the ground and crawl to a desk or table.
 - b. Get under desks/tables and away from glass windows.
 - c. Cover your neck and head.



“We all think differently, learn differently and we are all great in different ways...”

- Youth Learner, Galt Joint Union Elementary School District





School Safety is everyone's responsibility... Students in safe school climates feel empowered to share concerns with adults, without feeling ashamed or facing the stigma of being labeled a snitch.

- U.S. Dept. of Homeland Security, United States Secret Service, National Threat Center, July 2018

Dear GJUESD Parents & Guardians,

The safety and well-being of our students and staff are the highest priority for each school in the Galt Elementary School District. I have prepared this letter to update you on 1) efforts to strengthen 2018-19 school safety practices 2) student accountability concerning inappropriate comments regarding dangerous acts and 3) gaining your help with contacting the school or Galt Police Department whenever you have information which impacts school safety.

1. GJUESD and Galt Police Department Efforts to Strengthen School Safety

Our school district and police department have a strong partnership and work together to ensure safety procedures are implemented effectively. Strengthening school safety and security involves four key areas:

1. **Revised safety procedures** have been reviewed with school employees.
2. A **School Resource Officer** serves every school and **conducts safety drill audits** in the fall and in the spring.
3. **New security cameras** allow the school district and Galt Police Department simultaneous access to "live" video.
4. School district participation in **ongoing threat assessment meetings with Galt Police Department and the Galt High School District** to increase proactive communication in order to prevent dangerous actions.

2. Lock-down Practice Safety Drills

Our school district has worked closely with the Galt Police Department to revise and review safety drill procedures. The goal of practicing emergency drills throughout the school year is to improve our ability to protect students, reduce injuries and save lives. Every school in our district will conduct lockdown drills in partnership with the Galt Police Department and a School Resource Officer. Drills are conducted once every trimester. These drills safely shelter all students, staff and visitors inside the building.

The purpose of the "lockdown" drill is to practice keeping the students safe from any danger outside or inside the building. During a lockdown drill all perimeter doors to the school building are locked and remain locked until the drill is completed. No one will be allowed to enter the building or leave the building until the drill is authorized as complete.

These practice drills allow us to evaluate our emergency operation plans and improve response time. *During a real emergency, parents or other emergency contacts will be notified during and after the event through our "Blackboard" phone, text and email system. It is important that your contact information on file is current. If you need to update your emergency information, please contact the school office.*

3. Unsafe Student Comments and Reporting Possible Dangerous Threats

During the last school year, school incidents occurred that involved students "joking" about dangerous acts that we took very seriously and included Galt Police Department investigation. Please help us by having a conversation with your child regarding safety while on and off campus. In addition, please talk to your child about how "joking" about firearms, weapons or dangerous acts is not appropriate. Students found doing this will be held accountable for their actions.

If at any time, anyone has information that is concerning, we ask that you please contact the school or contact the Galt Police Department. We must continue to work together in order to provide a safe environment for all students.

As we begin the school year, we want our students to be excited about coming to school and confident in their belief and ability to be successful. Should you need additional information, please contact your child's school principal. Your support is appreciated!

Sincerely,

Karen Schauer, Ed.D.
GJUESD Superintendent



LCAP GOAL 4

School facilities are safe, healthy, hazard free, clean and equipped for 21st century learning.

1. Measure K and Citizens Bond Oversight Committee Update

Presenter: Lois Yount, Business Director

California Department of Education (CDE) has approved modernization projects at Valley Oaks, Marengo Ranch, and River Oaks. The district is anticipating CDE approval for Greer projects. The next step in the State funding process will be submitting applications to the Office of Public School Construction (OPSC). The district will be asking for board approval for the consulting services of Williams & Associates, LLC to support the district with OPSC funding applications and facility hardship for Marengo Ranch. Included is the State funding process and an outline of the documents needed for facility hardship.

Valley Oaks

The HVAC and roof repair project has been completed. GJUESD has a back-check appointment with Division of State Architects (DSA) on August 17th for the Multi-Purpose and kitchen project. F & H is ready to start construction as soon as we have DSA approval.

River Oaks

GJUESD will be advertising for the fire/alarm intrusion upgrades the week of August 22nd. This work can be done during the school year. The district will be combining the dry rot and roof repair, painting, and HVAC upgrades into one Lease-Leaseback contract. GJUESD will be advertising early spring so has everything in place to start construction June 2019. It is not cost effective to complete this project during the school year due to increases in wages for after hour work.

2. Equity and School Capacity: Next Steps

Presenter: Karen Schauer Ed.D., Superintendent

At the July 2018 regular board meeting, the superintendent presented an overview of four options for “west side” neighborhood school capacity based upon four options. Given 1) demographics trends and projections, 2) boundary considerations coupled with Eastview future growth and 3) Measure K facilities modernization timelines, feedback began through district LCAP committees last winter and spring. By November 2018, decisions need to be made regarding west side grade spans with possible programmatic focus areas (examples- dual language, STEAM) at west side schools so that architects can finalize plans. Pending final decisions, implementation would be projected to begin in 2020-21 or 2021-22.

Since the July board meeting, 1) a detailed grade span feasibility analysis by grade level has been completed for the four options matrixed in July based upon projected boundaries the district is currently implementing in the first phase and 2) feasibility findings based upon school capacity. Each option is feasible based on school capacity with potential savings in staffing.

Next steps include:

1. Further Analysis Progress including Program Feasibility, Staffing Considerations, and Financial Impacts
2. September Back-to-School Night Surveys at Valley Oaks and Greer Elementary
3. District-wide Parent Surveys
4. Fall Superintendent and School Employee Meetings
5. School Board September Study Session

Attachment:

July 2018 West Side Schools: Facilities, Grade Span and Equity Analysis

GJUESD West Side Schools School Facilities, Grade Span and Equity Analysis

SCHOOL GRADE SPAN OPTIONS	BENEFITS	CHALLENGES	ADDITIONAL COMMENTS / CONSIDERATIONS
<p>OPTION 1:</p> <p>Pre-K: Fairsite</p> <p>TK-6: School 1</p> <p>TK-8: School 2</p>	<ol style="list-style-type: none"> Middle school services on west side opens up MMS space for future Eastview students. West side option of 7-8 at one school or participation at McCaffrey. 	<ol style="list-style-type: none"> Equity perceptions and historical considerations on west side whether there is a programmatic /magnet focus or not. Staffing considerations for potential dual language model. Facility construction considerations and costs. 	<ol style="list-style-type: none"> Some stakeholders want K-8 as an option on east side. This impacts efficient enrollment capacity for 7-8 middle school at McCaffrey. Concern about magnet concept at TK-8. Build the highest quality school in each neighborhood. DELAC parents convey desire for 7th and 8th grade services on west side but also choice opportunity for McCaffrey. District demographics changes and funding considerations per school. Examining School Choice policy for revision.
<p>OPTION 2:</p> <p>Pre-K: Fairsite</p> <p>TK-8: School 1</p> <p>TK-8: School 2</p>	<ol style="list-style-type: none"> Middle school services on west side at both schools and opens up MMS space for future Eastview students. All west side learners have west side middle school services. 	<ol style="list-style-type: none"> Equity perceptions and historical considerations on west side whether there is a programmatic /magnet focus or not. Staffing considerations for potential dual language model. Facility construction considerations and costs. Potential limited number of 7 and 8 grade classes at each TK-8 school for effective PLC and learning options. 	<ol style="list-style-type: none"> Can VO <u>and</u> GE be modernized for TK-8? District demographics changes and funding considerations per school. Examining School Choice policy for revision.
<p>OPTION 3:</p> <p>Pre-K: Fairsite</p> <p>TK-3 or variation: School 1</p> <p>4-8 or variation: School 2</p>	<ol style="list-style-type: none"> Past K-1 literacy focus grade span model demonstrated accelerated academic growth benefits. All west side learners have grades 4-8 middle school services. 	<ol style="list-style-type: none"> Equity perceptions and historical considerations on west side whether there is a programmatic /magnet focus or not. Staffing considerations for potential dual language model. Facility construction considerations and costs. 	<ol style="list-style-type: none"> Articulated Pre-K -8 NGSS/STEAM and growing dual language model. Full Day Kindergarten at TK-3 school. Model that can build/innovate/adapt to other GJUESD schools over time. District demographics changes and funding considerations per school. Examining School Choice policy for revision.
<p>OPTION 4:</p> <p>Pre K-2 or variation: School 1</p> <p>4-8 or variation: School 2</p>	<ol style="list-style-type: none"> Literacy focus and accelerated reading growth benefits from past practice with a concentrated GJUESD TK-1 model. Potential cost savings from moving Pre-K services from FS location. 	<ol style="list-style-type: none"> Equity perceptions and historical considerations on west side whether there is a programmatic /magnet focus or not. Staffing considerations for potential dual language model. Facility construction costs for preschool at elementary locations. Prekindergarten state funding sources have economic or geographical requirements. 	<ol style="list-style-type: none"> Are there savings by moving Fairsite school readiness to west side and possibly east side schools Full Day Preschool as an option? Prekindergarten licensing. Costs savings analysis. District demographics changes and funding considerations per school. Examining School Choice policy for revision.



OTHER

1. **Collective Board Candidates Meeting**

Presenter: Karen Schauer Ed.D., Superintendent

On August 30, 2018 the Elementary District and High School District will conduct a candidates informational meeting with focus upon what it takes to lead effectively as a school board member. The session will take place at Liberty Ranch High School Library from 5:30-7:00pm. Dave Gordon, SCOE Superintendent, will moderate the meeting joined by a panel of board members representing both districts. Veteran board members provide introductions and convey key points about their role as a member of the governance team. In addition, both superintendents will be present to support the event. The session will provide time for Q and A.

CSBA Attachment:

What It Takes To Lead: The Role and Function of California School Boards

2. **Galt Balloon Festival**

Presenter: Karen Schauer Ed.D., Superintendent

On August 11 and 12, GJUESD served as a partner in the first annual Galt Balloon Festival. A district booth provided staff the opportunity to share GJUESD programs and future partnership activities. The event was enthusiastically attended by participants of all ages. The GJUESD transportation department provided safe and quality transportation services to approximately 2253 event participants using 4-6 buses each day. The participants were transported to and from McFarland Ranch and the Galt Market parking lot. GJUESD will bill the Chamber of Commerce fifty percent of the cost or \$1762 for this service.

Attachment:

Galt Balloon Festival and GJUESD Information Booth Photos

3. **Backpack and School Supplies Donation: Jim Cooper, Assemblymember and John Gordon, GJUESD Board President**

Presenter: Karen Schauer Ed.D., Superintendent

John Gordon, Board President and Jim Cooper, Assemblyman presented Vernon E. Greer ASES after school program students with backpacks and school supplies on the first day of school

Attachment:

Photo

What It Takes To Lead

The role and function of California's school boards



California School Boards Association | 3251 Beacon Blvd., West Sacramento, CA 95691 | 800.266.3382 | Fax 916.371.3407 | www.csba.org

© 2018 CSBA

What It Takes To Lead

The role and function of California's school boards

This guide by the California School Boards Association provides answers to frequently asked questions about school board service. In particular, it may assist those:

- › seeking a better understanding of school board members' responsibilities;
- › seeking a better understanding of how public schools are overseen by school boards acting on behalf of the public;
- › considering whom to encourage to run for the school board;
- › considering whom to vote for in a school board election; or
- › considering whether to run for the school board themselves.

Who are school board members?

School board members are locally elected public officials entrusted with governing public schools in the community. While school board members are elected as individuals, they serve as part of a governance team — one which includes each board member and the superintendent.

Why do we have school boards?

Citizen oversight of local government is the cornerstone of democracy in the United States. It's the foundation that has lasted through the turbulent centuries since our nation came into being. In the book, *Time for Curriculum*, Henry Brickell and Regina Paul note that we use citizen control for "...cities, counties, states, regions, the nation. We use it for sewers, police, roads, firefighting, rivers, libraries, airplanes, prisons, forests, the military – every government function; all staffed by experts, without exception; and all governed by civilians."

It's appropriate, then, that we entrust the governance of our schools to citizens elected by their communities to oversee both school districts and county offices of education. Today, nearly 100,000 citizens serve local communities throughout the nation as school board members, the largest category of elected public officials in the United States. School boards provide direction and oversight for the professionals who manage the day-to-day operations of the schools. They also provide accountability to the community.

What's unique about California's schools?

In California, the public schools serve more than six million students — a collective student body larger than the total population of many other states. Over 5,000 school board members govern the nearly 1,000 school districts and county offices of education in our state. Ours is the largest public school system in the nation, with the most diverse student body. While approximately 40 percent of the state general fund goes to support PreK-14 public education California still lags most other states in per-pupil funding, spending almost \$2,000 less than the national average per pupil and ranking 41st in the nation when considering the cost of living and doing business in California. The state spends less of its overall economy (called effort) relative to the rest of the states.

California school districts vary widely, from isolated rural districts with fewer than 20 students to the largest urban district with over 700,000 students. There are "elementary districts" with grades kindergarten through 6 or 8, "high school districts" with grades 9 through 12 and "unified districts" with grades Pre-K through 12 — all overseen by local boards of education.

The school districts and county offices of education for which board members are responsible are multi-million dollar enterprises. Often they are the largest employer in a community, have the largest transportation and food service operations, and have the greatest number of facilities to maintain.

Serving as a school board member

What is the school board's role and what are its responsibilities?

It's easy to say that school boards "govern" their schools. But what does that mean in everyday practice? The role of the board is to be responsive to the values, beliefs and priorities of its community.

A note regarding county boards of education

Each of the 58 counties in California has a county office of education (COE) that provides valuable services and support to the districts and directly to students in their county. County boards of education and county superintendents are established as a shared governance model. Board responsibilities and the board–superintendent relationship differ between school districts and county offices. For example, the majority of county superintendents are elected, while five are appointed, whereas district superintendents are hired by the school board. Also, there are seven counties in the state that operate as both a county office and a school district. The laws that govern board meetings, however, are generally similar.

The board has five major governing responsibilities:

1. Setting the direction for public schools in the community

Of all the responsibilities of governing boards, none is more central to the purpose of local governance than ensuring that a long-term vision is established for the school system. The vision reflects the consensus of the entire board, the superintendent and district staff, and the community as to what the students need in order to achieve their highest potential. The vision should set a clear direction for the school district/COE, driving every aspect of the district's/COE's program.

2. Establishing an effective and efficient structure

The board is responsible for establishing and maintaining an organizational structure that supports the district's/COE's vision and empowers the professional staff. Although the board doesn't implement policies or programs, the board is responsible for:

- › employing the superintendent and setting policy for hiring other personnel*;
- › overseeing the development and adoption of bylaws and policies;
- › setting a direction for and approving adoption of the curriculum;

- › establishing budget priorities*, adopting the budget and Local Control and Accountability Plan, and overseeing facilities issues*; and
- › providing direction for and adopting collective bargaining agreements*.

3. Providing support

Through its behavior and actions, the board has a responsibility to support the superintendent and staff as they implement the established vision. This involves:

- › acting with a professional demeanor that models the district's/COE's beliefs and vision;
- › making decisions and providing resources that support mutually agreed upon priorities and goals;
- › upholding district/COE bylaws and policies the board has approved;
- › ensuring a positive personnel climate exists*; and
- › being knowledgeable enough about district/COE efforts to explain them to the public.

4. Ensuring accountability to the public

The board represents the community and is accountable to the public for the performance of the schools in the community. The board establishes systems and processes to monitor results, evaluates the school system's progress toward accomplishing the district's vision and communicates that progress to the local community. In order to ensure personnel, program and fiscal accountability, the board is responsible for:

- › evaluating the superintendent and setting policy for the evaluation of other personnel*;
- › monitoring, reviewing and revising policies;
- › serving as a judicial and appeals body;
- › monitoring student achievement and program effectiveness and requiring program changes as indicated;
- › monitoring and adjusting district finances*;
- › monitoring the collective bargaining process*; and
- › evaluating its own effectiveness through board self-evaluation.

5. Demonstrating community leadership

As the only locally elected officials chosen solely to represent the interests of students, board members have

* Area where county board responsibilities may differ from school board responsibilities.

a responsibility to speak out on behalf of children. Board members are advocates for students, the district's/COE's educational programs and public education. They build support within their communities and at the state and national levels.

The board has a responsibility to involve the community in appropriate, meaningful ways and to communicate clear information to the community about district/COE policies, educational programs, fiscal condition and progress on goals. Governing boards must also ensure that the community and stakeholders have engaged in the LCAP development process. These five responsibilities are so fundamental to a school system's accountability to the public in our democratic society that they can only be performed by an elected governing body. Board members fulfill these roles by working together as a governance team with the superintendent to make decisions that will best serve all the students in the community.

What makes an effective school board member?

How board members perform their role is as important as the role itself. Board members' relationships with each other, with the superintendent and other staff, and with the public have a profound impact on a board's effectiveness. These boardmanship skills affect the board's ability to come to consensus about the direction of the school system, advocate with credibility, and establish a positive climate that encourages the best from staff.

While there is no ideal model of a board member, and while each serves with a unique style, background and perspective, there are some basic characteristics which effective board members have in common. Many of these qualities are acquired through experience and all are important to consider. Fundamental principles of effective governance are reflected in a series of Professional Governance Standards developed with input from board members and superintendents throughout California. Following adoption by the California School Boards Association's Delegate Assembly, the standards have been adopted locally by hundreds of district and county boards across the state. These standards recognize that to be an effective trustee, an individual board member:

- › keeps learning and achievement for all students as the primary focus;
- › values, supports and advocates for public education;

- › recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community;
- › acts with dignity, and understands the implications of demeanor and behavior;
- › keeps confidential matters confidential;
- › participates in professional development and commits the time and energy necessary to be an informed and effective leader;
- › understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff; and
- › understands that authority rests with the board as a whole and not with individuals.

Furthermore, working with the superintendent as a "governance team," the board must have a unity of purpose and must:

- › keep the district/COE focused on learning and achievement for all students;
- › communicate a common vision;
- › operate openly, with trust and integrity;
- › govern in a dignified and professional manner, treating everyone with civility and respect;
- › govern within board-adopted bylaws, policies and procedures;
- › take collective responsibility for the board's performance;
- › periodically evaluate its own effectiveness; and
- › ensure opportunities for the diverse range of views in the community to inform board deliberations.

Finally, effective board members focus on closing opportunity gaps. Given persistent gaps that have denied opportunity to many students based on their economic status, race and other factors, board members that are focused on closing these gaps can help to ensure that public schools truly serve all students. Effective board members look at all decisions through an equity lens, meaning that they are focused on allocating resources to students based on their needs and constantly consider how board actions can help to close or widen access to opportunity.

It is vitally important that voters carefully choose the citizens to oversee their schools to whom they entrust their children and their tax dollars. It is equally important that school board

candidates understand the depth of commitment required to effectively fulfill the school board role.

For example, school districts and COEs are governed by boards, not by individual trustees. Understanding the collective decision-making process is an important step in becoming an effective board member. Optional Board Bylaw 9230, Orientation, provides guidance on how newly elected board members will be oriented to their role on the board.

Becoming a school board member

How does someone become a school board member?

The vast majority of California school board members are locally elected. In only one case are county board members appointed by the county board of supervisors.

When a vacancy occurs on a board, the remaining members of the school board may order an election or appoint a board member to serve until the next regularly scheduled election in accordance with law. If the vacancy occurs within four months of the end of the board member's term, the board does not fill the vacancy.

Who is eligible to serve on a school board?

School boards are nonpartisan. Candidates for boards are not required to belong to a political party. In California, you may be elected or appointed to a governing board of a school district if you are:

- › 18 years of age or older;
- › a citizen of the state;
- › a resident of the school district (or county for COE members)
- › a registered voter; and
- › not disqualified by the constitution or laws of the state from holding a civil office.

An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. If the employee does not resign, the employment automatically terminates upon being sworn into office.

Any registered voter is eligible to be a member of the county board of education except the county superintendent of schools, any member of his or her staff, or any employee of a school district that is within the jurisdiction of that county board.

How many people serve on a school board?

While boards may consist of three, five or seven members, the majority of California school boards are composed of five members.

How long are school board terms?

School board members serve for terms of four years. Terms are usually staggered so there will be openings every two years.

When are elections held?

Most school board elections are held in conjunction with November general elections in even-numbered years. The best way to find out the date of the next election is to call the office of the superintendent of the local school district or county office of education.

How are board members elected?

Board members are elected in one of three ways:

- › **At large:** Board members can live anywhere in the district and are elected by all the voters in the district.
- › **By trustee area:** Board members have specific geographic trustee areas in which they must live and are elected only by the residents of that area. It is important to note that all county board members are elected by trustee area.
- › **From trustee area:** Board members must live in particular geographic areas but are elected "at large" by all the voters in the district.

How does someone become a candidate for school board?

Candidates must fill out a "declaration of candidacy" form. In most cases, this must be picked up and filed at the county elections office. In a few counties, it's possible to get forms at the local school district administration office or the county office of education. According to the state Elections Code, declaration of candidacy forms must be filed during a period extending from 113 days to 88 days before the election is to be held. For November elections, candidate filing takes place for several weeks during the summer.

Candidates should consult the county elections office to determine whether or not filing fees or nominating signatures are required. Occasionally a school district election is influenced by a city charter and filing procedures may vary somewhat.

There may be a fee if a candidate wishes to have a candidate statement printed in the voter's guide distributed to all local voters. Some school districts and county offices pay for the printing of this statement for all candidates to their board.

Are there rules about school board campaigns?

School board campaigns range from simple to sophisticated, depending on the candidate and the community. One element all campaigns have in common, however, is the state requirement for reporting campaign finances. State law governs the reporting procedures to be followed. School board candidates who have over \$1,000 in expenditures or receive contributions totaling \$1,000 or more must report contributions and loans received, and expenditures and loan repayments, to the county elections office. School board campaigns range from simple to sophisticated, depending on the candidate and the community.

Once elected, school board members must abide by state requirements dealing with the filing of Statements of Economic Interest relating to conflict-of-interest regulations. These involve public disclosure of economic interests and require public officials, under certain circumstances, to disqualify themselves from making governmental decisions which could affect their financial interests. More information on this topic is available from the California Fair Political Practices Commission in Sacramento.

Where is more information available about the election process?

The county elections office has complete information about the local elections process. The superintendent's office in the local school district or county office of education should be able to provide the name and phone number of the county government office that handles elections. In many counties, candidate handbooks are available. Additional information is available in California's Education Code, Government Code and Elections Code.

Newly elected school board member resources

The California School Boards Association offers a variety of resources and training specific to the needs of school board members.

Professional development

www.csba.org/TrainingAndEvents/GovernanceBasics

CSBA's Orientation for New Trustees at the Annual Education Conference – This one-day, preconference orientation for new trustees prepares new board members for their first 100 days of service.

Institute for New and First-Term Board Members – This innovative two-day seminar is one of the best opportunities for newly elected and first-term trustees to learn about their unique role and responsibilities.

Professional development continues throughout your journey as a school board member. Visit www.csba.org/TrainingAndEvents for a full list of all CSBA trainings.

Publications

Call to Order: A Blueprint for Great Board Meetings – This comprehensive resource includes content regarding the structure and leadership for board meetings as well as parliamentary procedure.

The Brown Act: School Boards and Open Meeting Laws – This guide to the Brown Act is a must-have for any board member.

The School Board Role in Creating the Conditions for Student Achievement: A Review of the Research – This report synthesizes district improvement research and demonstrates how school boards can impact student outcomes.

To view all of CSBA's publications, visit www.csba.org/CSBAStore.

The CSBA website provides a wealth of resources and information for all board members. Visit us at www.csba.org.



California School Boards Association
3251 Beacon Blvd., West Sacramento, CA 95691
800.266.3382 | F 916.371.3407 | www.csba.org

© 2018 CSBA







Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 8/22/18	Agenda Item: 171.918 Consent Calendar
Presenter: Karen Schauer	Action Item: XX Information Item:
<p>a. Approval of the Agenda</p> <p>b. Minutes: July 25, 2018 Regular Board Meeting</p> <p>c. Payment of Warrants: <u>Vendor Warrant Numbers:</u> 19415286-19415339, 19416466-19416515, 19417517-19417560 <u>Certificated/Classified Payrolls Dated:</u> 7/31/18, 8/10/18, 8/13/18</p> <p>d. Personnel</p> <ol style="list-style-type: none"> 1. Resignations/Retirement 2. Leave of Absence Requests 3. New Hires <p>e. Food Services Out of State Conference Attendance: Nick Svoboda</p> <p>f. Transportation Instructor Contract</p> <p>g. After School Education and Safety Agreement</p> <p>h. Lodi Children’s Therapy Master Contract</p> <p>i. Bizzi Bodies Children’s Therapy Master Contract</p> <p>j. Learning Solutions Kids, Inc. Master Contract</p>	

Galt Joint Union Elementary School District Board of Education

“Building a Bright Future for All Learners”

Regular Board Meeting
Board of Education
Galt Joint Union Elementary School District

July 25, 2018
Galt City Hall Chamber
380 Civic Drive, Galt, CA 95632

MINUTES

Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item which is not on this agenda as authorized by Government Code Section 54954.2.

Community members and employees may address items on the agenda by filling out a speaker's request form and giving it to the board meeting assistant prior to the start of that agenda item.

Comments are limited to no more than 3 minutes or less pending Board President approval.

- A.** Present for closed session: Karen Schauer, Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, John Gordon, Grace Malson, Matthew Felix and Wesley Cagle.

Closed Session was called to order at 6:03pm by John Gordon to discuss the following:

1. STUDENT MATTER, Education Code §35146, 48918(c),
 - Expulsion Re-admit Case #17/18-03
2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
4. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: John Gordon
 - Superintendent

6:46pm Karen Schauer, Lois Yount, Claudia Del Toro-Anguiano and Donna Mayo-Whitlock exited closed session.

- C.** **Closed Session Adjourned** at 7:09pm. The open meeting was called to order at 7:15pm by John Gordon followed by the flag salute. He announced no action taken in closed session.

- D.** **Public Comments** for topics not on the agenda

Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker's request form.

1. There was no public comment.

E. Reports

LCAP GOAL 1

Develop and implement a personalized learning and strengths-based growth plan for every learner that articulates and transitions to high school learning pathways while closing the achievement gap.

LCAP GOAL 2

Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.

1. Donna Mayo-Whitlock reported on Global California 2030: State Superintendent of Public Instruction Initiative. She indicated the Global California 2030 Initiative is an effort to better prepare students to succeed in the changing economy and to vastly expand opportunities for students to learn a second and possibly even a third language by 2030 earning them a State Seal of Biliteracy.

John Gordon asked if GJUHSD awards the State Seal of Biliteracy. Ms. Whitlock indicated they do not at this time.

2. Jennifer Collier provided a Bright Future Learning Centers and Extended Learning update. She highlighted ABC Mentors working in the BFLC's After School Clubs took the GALLUP StrengthsQuest assessment funded by GHSD. Ms. Collier hopes to grow strengths-based opportunities including coaching throughout the district. She indicated the Youth Development Institute training with yard supervisors has been scheduled over the next couple of weeks.

LCAP GOAL 3

Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.

LCAP GOAL 4

School facilities are safe, healthy, hazard free, clean and equipped for 21st century learning.

1. Lois Yount reported on GJUESD Facilities Progress. She indicated the district has submitted modernization plans for all sites except Greer Elementary. Greer's plans will be submitted soon. Additionally, the district is in the process of completing a facility hardship application for Marengo Ranch Elementary.

Lois Yount addressed projects that have been completed at River Oaks and Greer Elementary and stated that Valley Oaks Elementary construction is on schedule to be completed by August 10th.

2. Karen Schauer reported on School Facilities Capacity and Equity: Feedback Considerations and Next Steps. She indicated that in light of Measure K projects and enrollment trends, the district needs to look at existing boundaries to determine how we can better meet efficiency in terms of the number of students per school. Preliminary information has been shared with the District Advisory Committee (DAC) and District English Learner Advisory Committee (DELAC).

Dr. Schauer stated that as the district considers modernization efforts, we are looking at 7-8 grades on the west side of Galt. Other considerations include Fairsite School Readiness Center and keeping or moving preschool to other site(s). She indicated the district has until late November to consider boundary changes given Measure K modernization timelines.

Dr. Schauer stated other considerations such as dual immersion programs or Science, Technology, Engineering, Art, and Mathematics (STEAM) and grade level options such

as two TK-8 schools on the west-side of Galt or a TK-3 and 4-8 grade school. Preliminary studies indicate we have enough space. The district is also considering what happens if no grade-span changes.

Dr. Schauer indicated a board study session is needed to thoroughly look at options. She is also planning for a parent survey to gain feedback.

John Gordon stated it may be a good idea to develop guiding principles to help make informed decisions.

3. Karen Schauer reported on GJUESD and Galt Police Department (GPD) Safety and Security Efforts. She indicated that GJUESD will review current practices and procedures with the GPD and how to prioritize safety and security.

OTHER

1. Karen Schauer reported on Ordering Special Election To Fill Board of Trustees Vacancy. She indicated that the district wants to ensure that the community knows the time period to file for candidacy as a school board member. An informational publication from the California School Boards Association (CSBA) is included in the board agenda packet.

John Gordon suggested the board of trustees and superintendents from both Galt school districts, along with the county superintendent, hold a board candidate informational night.

Karen Schauer indicated that the county superintendent is willing to facilitate the meeting.

2. Karen Schauer reported no complaints during the Williams Uniform Complaint Policy Quarter 4 Report.
3. Karen Schauer reported on Galt Balloon Festival. She indicated this unique learning and fun event will allow GJUESD to share information with the community. GJUESD will support partial transportation costs for this event.

F. Routine Matters/New Business

171.918 A motion was made by Grace Malson to approve the Consent Calendar, seconded by Matthew Felix and unanimously carried.

**Consent
Calendar**

- a. Approval of the Agenda
- b. Minutes: June 27, 2018 Regular Board Meeting
- c. Payment of Warrants:
Vendor Warrant Numbers: 18410715-18410794, 18411593-18411664, 18413100-18413131, 19414134-19414165, 19414574-19414641, 19414893-19414898
Certificated/Classified Payrolls Dated: 6/29/18, 7/10/18
- d. Personnel
 1. Resignations/Retirement
 2. Leave of Absence Requests
 3. New Hires

- 171.919 Consent Calendar (Continued) – Items Removed for Later Consideration **CC
Items
Removed**
- 171.920 A motion was made by Wesley Cagle to approve the recommendation Regarding Student Expulsion Re-admit Case #17/18-03, seconded by John Gordon and unanimously carried. **Student
Matter**
- 171.921 A motion was made by John Gordon to approve Revised Committee Member Appointments for 2018, seconded by Wesley Cagle and unanimously carried as follows: **Board
Committees**
- | | Member | Member | Alternate |
|----------------|--------------|--------------|---------------|
| CAST | John Gordon | Grace Malson | Wesley Cagle |
| JPA | Wesley Cagle | Grace Malson | Matthew Felix |
| Transportation | Wesley Cagle | John Gordon | Matthew Felix |
| SCSBA | John Gordon | | Grace Malson |
| Board Policy | Grace Malson | | |
- 171.922 A motion was made by Grace Malson To Appoint Laura Papineau, Assistant Principal at Lake Canyon Elementary, seconded by John Gordon and unanimously carried. **Asst
Principal
Appt
LC**
- Ms. Papineau thanked the Board for their support.
- 171.923 A motion was made by Matthew Felix to approve 2018-19 Expulsion Panel Members, seconded by John Gordon and unanimously carried. **Expulsion
Panel
Members**
- 171.924 A motion was made by Grace Malson to approve 2018-2019 Consolidated Application, seconded by Wesley Cagle and unanimously carried. **Con App**
- 171.925 Public Hearing of Compensation, Benefits and Related Issues Agreement Between GJUUSD and California Schools Employee Association (CSEA). **PUBLIC
HEARING
CSEA
Agreement**
- There were no comments from the public.
- 171.926 A motion was made by Wesley Cagle to approve Compensation, Benefits and Related Issues Agreement Between GJUUSD and California Schools Employee Association (CSEA), seconded by Grace Malson and unanimously carried. **CSEA
Agreement**
- 171.927 A Public Hearing of Compensation, Benefits and Related Issues Agreement Between GJUUSD and Unrepresented Employees was held. **PUBLIC
HEARING
Non-Rep
Agreement**
- There was no comment from the public.
- 171.928 A motion was made by Grace Malson to approve Compensation, Benefits and Related Issues Agreement Between GJUUSD and Unrepresented Employees, seconded by Matthew Felix and unanimously carried. **Non-Rep
Agreement**

171.929 A Public Hearing of 2018-2019 Education Protection Act Use of Funds was held.

**PUBLIC
HEARING
EPA Funds**

There were no public comments.

171.930 A motion was made by Grace Malson to approve 2018-2019 Education Protection Act Use of Funds, seconded by John Gordon and unanimously carried.

EPA Funds

Wesley Cagle inquired about the tree planting at McCaffrey Middle School.

Karen Schauer shared that Mandy Gardner, Galt High School District (GHSD) Teacher and the GHSD received a grant that supports planting over 200 fruit trees on 18 acres at McCaffrey. She indicated there will also be vineyards and raised gardening beds as it evolves.

John Gordon requested to add Farm, Fork, Fitness, Family Futures Center.

G. Pending Agenda Items

1. School Furniture Analysis and Pilot Programs

H. Public Comments for topics not on the agenda

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

I. Adjournment at 8:49pm

Matthew Felix, Clerk

Date



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations/Retirements

Name	Position	Effective Date	Site
Joseph Brachmann	Music Teacher	8/3/2018	Greer
Tara Burns	Bus Driver	8/1/2018	Transportation
Carina Ceja	ASES Instructional Asst.	8/6/2018	Greer
Matthew Cooley	Yard Supervisor	8/14/18	McCaffrey Middle School
Evelyn Henriquez	Bilingual Instructional Asst.	8/7/2018	Valley Oaks
Jennifer Quezada	Bilingual Instructional Asst.	8/14/2018	Lake Canyon
Michelle Russell	Instructional Asst.	8/6/2018	River Oaks
Donna Tabaie	Curriculum Coach	8/10/18	District
Krystal Valencia	Instructional Asst.	8/2/2018	River Oaks

Leave of Absence Requests

Name	Position	Effective Date	Site
Michelle Mobley	Teacher	9/10/2018 – 2/22/2019	Lake Canyon

New Hires

Name	Position	Site
Danny Bautista	Yard Supervisor	River Oaks
Nancy Conklin	Substitute Teacher	N/A
Berit Darino	Substitute Teacher	N/A
Lizet Flores	Yard Supervisor (Transfer)	Greer
Breanne Gehman	Teacher	Marengo Ranch
Linda Gonzales-Reed	Teacher	Valley Oaks
Abby Jones	ASES Coordinator	McCaffrey Middle School
Lisa Marquez	Instructional Asst.	River Oaks
Kay Mike	Substitute Teacher	N/A
Omar Mincey	Yard Supervisor	McCaffrey
Maria Padilla	Food Service	Lake Canyon
Jamie Parker	Yard Supervisor	River Oaks
Andrea Tackett	Preschool Teacher	Fairsite
Veronica Valdovinos	Preschool Site Director	Fairsite



Out of State Conference Attendance: Food Services Supervisor

1. School Nutrition Annual National Conference

Presenter: Lois Yount, Business Services Director

Food services supervisor, Nick Svoboda, attended the annual School Nutrition National Conference in July. This conference extended Mr. Svoboda's growth of industry knowledge in regards to management techniques, equipment, products, and networking. Food industry items are ever changing to meet the demands of the customers. Mr. Svoboda attended scratch and fast scratch demonstrations. Many new clean label, gluten free, low sugar, and vegan friendly products were represented.

Dates: July 9-12, 2018

Location: Las Vegas, Nevada

Funding: General Fund



CONSENT CALENDAR Transportation Instructor Contract

Transportation Instructor Contract

Presenter: Lois Yount, Business Services Director

The Transportation Department continues to have a vacant position for a bus driver instructor with the retirement of a high school employee in June. This position has been posted on Edjoin since the retirement without any qualified applicants. There is a statewide shortage of instructors with some area districts having unfilled vacancies for over three years. The Transportation Department has contracted with an instructor from the Redding area. We are anticipating the following costs to be shared with the high school district to train two qualified drivers.

- \$1,425 in hotel costs
- \$65.00 per hour for instructor fees, not to exceed \$5,200

The department anticipates these drivers to complete this training by September 7th.

The department continues to pay a substitute instructor through the high school district, as available, to maintain records and provide minimal trainer services. Current school bus drivers cannot maintain their credentials without ongoing professional development and proficiency training from a state certified school bus driver instructor.



Galt Joint Union Elementary School District

1018 C Street, Suite 210 • Galt, CA 95632
Phone: 209-744-4545 • Fax: 209-744-4554

Contract For Services

Contractor Information:

Contractor Name/

Debbie Barker

Business Name,

Mailing Address,

3268 Ponder Way, Cottonwood, CA 96022

City, State, ZIP,

Phone Number/

**530-347-5053 (Home)/ 530-209-4761 (Cell)
ddbbrkr@aol.com**

Email Address

State Contractors License #

FEIN or SS no.

559-88-0096

Scope of Work/Description of Services to be performed:

Provide Education Code Section 40080 mandated training as requested by Galt Joint Union Elementary School District.

Provide classroom, behind the wheel, documentation, or in-service as needed by Galt Joint Union Elementary School District.

Location of Services: **Galt Joint Union Elementary School District Transportation**
Department _____

Date & Time: Dates and Times will vary as requested by **Galt Joint Union Elementary School District**

Costs: \$65.00 hr.

Base Fee: _____

Mileage/Travel: District to provide local hotel room

Materials: _____

Other: N/A

"Other" Detail: N/A

*Vendor please note: A W9 is required documenting Contractor's taxpayer ID and business type designation as it is on file with the IRS. Invoice will be paid upon completion of work within 30 days of invoice.
For District Office Use Only*

Account Code	Budget Amt	Paid Amt	Date Paid	Reference
				Req #
				PO #
				Date:

Provisions:

1. Contractor hereby agrees to pay for the services and materials at the time, in the manner, and for the consideration herein expressed.
2. Hold Harmless Clause: The contractor shall hold harmless and indemnify the Galt Joint Union Elementary School District and the Board of Education, officers, and employees from every claim or demand which may be made by reason of:
 - A. Any Injury to person or properties sustained by the supplier or by a person, firm, or corporation employed directly or indirectly, or indirectly employed by him/her in connection with his/her performance under the contract.
 - B. Any Injury to person or property sustained by any person, firm, or corporation caused by act, neglect, default, or omission by the supplier or of any person, firm or corporation directly or indirectly employed by him/her in connection with his/her performance under the contract.
 - C. Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention in connection with his performance under this contract.The contractor, at his own risk and expense, shall defend any legal proceedings or claim that may be brought against the board of education or the Galt Joint Union School District, its officers, and employees.
The contractor will also satisfy any judgment that may be rendered against the board of education, the Galt Joint Union School District, its officers or employees for injuries or damages sustained in connection with his/her performance under the contract.
3. The parties hereto agree that the contractor, and any agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of contractor.
4. The Contractor may terminate this agreement and be relieved of the payment of any consideration of contractor should contractor fail to perform the covenants herein contained at the time and in the manner-

herein provided. In the event of such termination, the Contractor may proceed with the work in any manner deemed proper to Contractor. The cost to Contractor shall be deducted from any sum due the contractor under the agreement, and the balance, if any, shall be paid the contractor upon demand.

5. This agreement is not assignable by contractor either in whole or part.

6. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding and inure, to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings of agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

9. The Contractor assumes no liability for worker's compensation or liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this agreement.

10. The contractor hereby verifies that contractor has not or will not receive pay for the same service for days of service from any other public agency.

11. All materials produced under this agreement shall become the property of contractor and cannot be used without written permission of same.

By: Jon Yant
Galt Joint Union Elementary School District

By: Debbie Barker
Contractor



CONSENT CALENDAR

After School Education and Safety (ASES)

After School Education and Safety (ASES)

Presenter: Lois Yount, Business Services Director

GJUESD continues a partnership with the City of Galt to operate after school services funded through the ASES after school grant program. The grant prioritizes free academic and enrichment opportunities at Greer Elementary, Valley Oaks Elementary, and McCaffrey Middle School.

Attachment:
Memorandum Of Understanding

MEMORANDUM OF UNDERSTANDING

Between

**Galt Joint Union School District and the City of Galt
For the 2018-19 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 2018-2019 school year, beginning August 16, 2018 and ending June 6, 2019.
 - 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.
 - d. 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 \$60,758 for the 2018-2019 school year, beginning August 16, 2018 and ending June 6, 2019.
- 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 least 6:00 p.m. AND for at least 19 hours per week. The hours are as follows:

2:30-6:00 M,T,TH,F and 1:00-5:30 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, evaluates 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 time period of August 16, 2018 and ending June 6, 2019.
- 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 15th 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

before September 15, 2018; November 1, 2018 and January 15, 2019. The final payment shall be made upon receiving the 3rd quarter report from the City. Should the 3rd quarter report indicate either an over or under expenditure, by the City, both the City and the District will meet to determine the necessary final payment amount.

- l. The CITY will be responsible for the hiring, supervising and evaluating of all its Recreation Workers and Sports Coordinators for the PROGRAM. All PROGRAM staff directly supervising students shall meet the DISTRICT'S minimum qualifications for an Instructional Assistant which include demonstrating proficiency in reading, writing and mathematical skills through a federal No Child Left Behind compliant exam. An Instructional Assistant is responsible to assist a teacher in the instruction, supervision, and training of individual or groups of students by performing a variety of instructional support activities related to an effective learning environment. All CITY employees and volunteers will be subject to the health screening and fingerprint clearance requirements as set forth in Education Code Section 8483.4, and any other safety and security policies as required by the DISTRICT.
 - m. The CITY will maintain two Recreation Workers per school site, using both CITY employees and substitutes.
 - n. The DISTRICT shall be responsible for monitoring PROGRAM attendance. A copy of all information regarding PROGRAM attendance maintained by the CITY shall be forwarded to the DISTRICT on a monthly basis.
 - o. The CITY will provide thirty-three percent (33%) in matching in-kind funding to the DISTRICT for each dollar received in ASES grant funding for the operation and maintenance of the PROGRAM for the 2018-2019 school year, beginning August 16, 2018 and ending June 6, 2019.
 - p. The CITY will comply with all Federal statutes relating to nondiscrimination including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act.
- 3) If either the DISTRICT or the CITY fails to perform any of its obligations pursuant this MOU, within the time and in the manner provided herein or otherwise violates any of the terms of this MOU, either party may terminate this MOU by giving thirty (30) days written notice of such termination to the other party, which shall state the reason for the termination.
 - 4) It is expressly agreed that the CITY shall have no authority to make any contract or binding promise of any nature on behalf of the DISTRICT, whether oral or written, without the express written consent of the DISTRICT.

- 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 16, 2018 to June 6, 2019 and may be extended upon a written agreement between DISTRICT and CITY.

Signatures of Authorized Representatives:

Dr. Karen Schauer Date
District Superintendent
Galt Joint Union School District

Eugene Palazzo Date
City Manager
City of Galt

Donna Settles Date
City Clerk
City of Galt

Kimberly Hood Date
City Attorney
City of Galt

1263135v1.

EXHIBIT A

City of Galt Budget: August 16, 2018 – June 6, 2019

	Full Year
20:1 Recreational Leaders	\$ 54,208
Statutory Benefits (Social Security, Medicare, etc.) at 8.96%	<u>Included</u>
Total Salary/Benefits	54,208
City Costs	
Central Services	6,576
Fingerprinting	320
Training	<u>270</u>
Total City of Galt MOU	\$ 61,374

EXHIBIT A

City of Galt Budget: August 13, 2018 - June 7, 2019

	<u>Full Year</u>	<u>Account Distribution</u>
20:1 Recreational Leaders	53,592	
Statutory Benefits (social security, MediCare etc.) at 8.96%	<u>Included</u>	
Total Salary/Benefits	53,592	006-0000-406-3797
City Costs		
City Processing Fees	6,576	001-0000-406-3795
Fingerprinting	320	006-0000-406-3797
Training	<u>270</u>	006-0000-406-3797
Total City of Galt MOU	60,758	
<hr style="border-top: 3px double #000;"/>		
Actual Distribution:		001-0000-406-3795 006-0000-406-3797 Total
1st Quarter Distribution	15,189.50	
2nd Quarter Distribution	15,189.50	
3rd Quarter Distribution	15,189.50	
4th Quarter Distribution	<u>15,189.50</u>	
	<u>60,758.00</u>	<hr style="border-top: 1px solid #000;"/>



CONSENT CALENDAR

Non Public Schools/Agencies Contracts

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

1. Lodi Children's Therapy Master Contract #1
2. Bizzi Bodies Children's Therapy Master Contract #2
3. Learning Solutions Kids, Inc. Master Contract #3



Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
209-744 4545 / 209-744-4553 fax / www.galt.k12.ca.us

Nonpublic, Non-Sectarian School/Agency Services

MASTER CONTRACT

#1

Lodi Children's Therapy

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

GALT JOINT UNION ELEMENTARY SCHOOL

District _____ DISTRICT _____

Contract Year 2018-2019

_____ Nonpublic School

x _____ Nonpublic Agency

Type of Contract:

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

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

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date: _____

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2018-2019

CONTRACT NUMBER: - 1 -

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: LODI CHILDREN'S THERAPY

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between the **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 "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), 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 in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 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 LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to

make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained

as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs not to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately, if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Sections 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. **INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

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

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

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

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

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

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

- Part A – Statutory Limits

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

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

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA as

additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands 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 was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by Federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

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

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot

provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

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

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

school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of

that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (“SEIS”) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing,

and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with all requirements of California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master 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 Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior

problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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. 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.

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 student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as

well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPPA”), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other assessment of a LEA student ten (10) days prior to LEA student’s annual or triennial review IEP team meeting for the purpose of reporting LEA student’s present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge LEA student’s parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the

purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

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

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9, California Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2,

California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the 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 standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends California Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* 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 to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

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

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each

individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist a LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify a LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is a LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*. 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 the Risk Management Department ("Risk Manager") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *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 LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the 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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master 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 twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Master 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 Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall also provide LEA access to all records contemplated by Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up

to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School (“NPS”) or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, 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 Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the ___1st___ day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR
Lodi Children's Therapy

Nonpublic School/Agency

By: Shelley Banks 7-13-18
Signature Date

Shelley Banks, Partner
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
Shelley Banks, Partner

Name and Title
Lodi Children's Therapy
Nonpublic School/Agency/Related Service Provider
PO Box 621

Address
Woodbridge, CA 95638

City State Zip
209-327-3309 209-369-9340

Phone Fax
Shelley@lodichildrenstherapy.com

Email*
(*Required)

LEA
Galt Joint Union Elementary School District

By: _____
Signature Date

By: Lois Yount, Director of Business Services
Name and Title of Authorized
Representative

Notices to LEA shall be addressed to:
Donna Mayo-Whitlock

Galt Joint Union Elementary School District

LEA
1018 C Street, Suite 210

Address
Galt, CA 95632

City State Zip
209-744-4545, ext 303 209-744-4554

Phone Fax
dwhitlock@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, CA 95632

City State Zip
209-744-4545, ext. 339 209-744-4554

Phone Fax
sgutierrez@galt.k12.ca.us

Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2018-2019**
(NONPUBLIC SCHOOL) _____ **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by**
 _____ **CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction
 Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- | | | | |
|------|--|-------|-------|
| (1) | a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | c. Transportation-Dual Enrollment | _____ | _____ |
| | d. Public Transportation | _____ | _____ |
| | e. Parent* | _____ | _____ |
| (2) | a. Educational Counseling – Individual | _____ | _____ |
| | b. Educational Counseling – Group of | _____ | _____ |
| | c. Counseling – Parent | _____ | _____ |
| (3) | a. Adapted Physical Education – Individual | _____ | _____ |
| | b. Adapted Physical Education – Group of _____ | _____ | _____ |
| | c. Adapted Physical Education – Group of _____ | _____ | _____ |
| (4) | a. Language and Speech Therapy – Individual | _____ | _____ |
| | b. Language and Speech Therapy – Group of 2 | _____ | _____ |
| | c. Language and Speech Therapy – Group of 3 | _____ | _____ |
| | d. Language and Speech Therapy – Per diem | _____ | _____ |
| | e. Language and Speech - Consultation Rate | _____ | _____ |
| (5) | a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____ | _____ |
| | b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| | c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) | Intensive Special Education Instruction** | _____ | _____ |
| (7) | a. Occupational Therapy – Individual | _____ | _____ |
| | b. Occupational Therapy – Group of 2 | _____ | _____ |
| | c. Occupational Therapy – Group of 3 | _____ | _____ |
| | d. Occupational Therapy – Group of 4 - 7 | _____ | _____ |
| | e. Occupational Therapy - Consultation Rate | _____ | _____ |
| (9) | Physical Therapy | _____ | _____ |
| (10) | a. Behavior Intervention – BII | _____ | _____ |
| | b. Behavior Intervention – BID | _____ | _____ |
| | Provided by: _____ | _____ | _____ |
| (11) | Nursing Services | _____ | _____ |

*Parent transportation reimbursement rates are to be determined by LEA.

**By credentialed Special Education Teacher.

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

This agreement is effective on _____ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		e-Mail			
Grade		Level		Sex		() M () F	
Parent/Guardian Last Name				Parent/Guardian First Name			
				Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR LODI CHILDREN'S THERAPY CONTRACTOR NUMBER 1 CDE TOTAL ENROLLMENT ALLOWED _____

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

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

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

This Agreement is effective on _____ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

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

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

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

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

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

Other:	sessions	sessions	sessions	sessions			hours		
	minutes	minutes	minutes	minutes					

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic Agency) (Name of LEA)

(Signature) (Date) (Signature) (Date)

(Name and Title) (Name of Superintendent or Authorized Designee)



Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632

209-744 4545 / 209-744-4553 fax / www.galt.k12.ca.us

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

MASTER CONTRACT

#2

Bizzi Bodies Children's Therapy

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

GALT JOINT UNION ELEMENTARY SCHOOL

District _____ DISTRICT _____

Contract Year 2018-2019

_____ Nonpublic School

_____ Nonpublic Agency

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 Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date: _____

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: BIZZI BODIES CHILDREN'S THERAPY

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between the **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT** (hereinafter referred to as the local educational agency "LEA" or "District") and **BIZZI BODIES CHILDREN'S THERAPY** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), 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 in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California

Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 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 LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to

make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained

as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs not to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately, if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Sections 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. **INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA as

additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands 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 was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by Federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

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

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot

provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

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

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

school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of

that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (“SEIS”) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing,

and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with all requirements of California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master 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 Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior

problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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. 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.

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 student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as

well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPPA”), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other assessment of a LEA student ten (10) days prior to LEA student’s annual or triennial review IEP team meeting for the purpose of reporting LEA student’s present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge LEA student’s parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the

purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

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

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9, California Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2,

California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the 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 standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends California Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* 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 to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

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

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each

individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist a LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify a LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is a LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*. 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 the Risk Management Department ("Risk Manager") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *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 LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the 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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master 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 twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Master 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 Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall also provide LEA access to all records contemplated by Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up

to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School (“NPS”) or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, 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 Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the ___1st___ day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR
Bizzi Bodies Children's Therapy

Nonpublic School/Agency

By: Lawana Ballance 7-6-18
Signature Date

Lawana Ballance, Owner
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
Lawana Ballance, Owner

Name and Title
Bizzi Bodies Children's Therapy
Nonpublic School/Agency/Related Service Provider
12270 Kirkwood Street

Address
Herald, CA 95638
City State Zip
209-327-8142

Phone Fax
bizzibodieschildrenstherapy@yahoo.com

Email*
(*Required)

LEA
Galt Joint Union Elementary School District

By: _____
Signature Date

By: **Lois Yount, Director of Business Services**
Name and Title of Authorized
Representative

Notices to LEA shall be addressed to:
Donna Mayo-Whitlock

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

Address
Galt, CA 95632
City State Zip
209-744-4545, ext 303 209-744-4554

Phone Fax
dwhitlock@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, CA 95632
City State Zip
209-744-4545, ext. 339 209-744-4554

Phone Fax
sgutierrez@galt.k12.ca.us

Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2018-2019**
(NONPUBLIC SCHOOL) _____ **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- | | | | |
|------|--|-------|-------|
| (1) | a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | c. Transportation-Dual Enrollment | _____ | _____ |
| | d. Public Transportation | _____ | _____ |
| | e. Parent* | _____ | _____ |
| (2) | a. Educational Counseling – Individual | _____ | _____ |
| | b. Educational Counseling – Group of _____ | _____ | _____ |
| | c. Counseling – Parent | _____ | _____ |
| (3) | a. Adapted Physical Education – Individual | _____ | _____ |
| | b. Adapted Physical Education – Group of _____ | _____ | _____ |
| | c. Adapted Physical Education – Group of _____ | _____ | _____ |
| (4) | a. Language and Speech Therapy – Individual | _____ | _____ |
| | b. Language and Speech Therapy – Group of 2 | _____ | _____ |
| | c. Language and Speech Therapy – Group of 3 | _____ | _____ |
| | d. Language and Speech Therapy – Per diem | _____ | _____ |
| | e. Language and Speech - Consultation Rate | _____ | _____ |
| (5) | a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____ | _____ |
| | b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| | c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) | Intensive Special Education Instruction** | _____ | _____ |
| (7) | a. Occupational Therapy – Individual | _____ | _____ |
| | b. Occupational Therapy – Group of 2 | _____ | _____ |
| | c. Occupational Therapy – Group of 3 | _____ | _____ |
| | d. Occupational Therapy – Group of 4 - 7 | _____ | _____ |
| | e. Occupational Therapy - Consultation Rate | _____ | _____ |
| (9) | Physical Therapy | _____ | _____ |
| (10) | a. Behavior Intervention – BII | _____ | _____ |
| | b. Behavior Intervention – BID | _____ | _____ |
| | Provided by: _____ | _____ | _____ |
| (11) | Nursing Services | _____ | _____ |

*Parent transportation reimbursement rates are to be determined by LEA.

**By credentialed Special Education Teacher.

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

This agreement is effective on _____ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		e-Mail			
Grade	Level	Sex	() M () F	Education Schedule – Regular School Year			
				Number of Days		Number of Weeks	
Parent/Guardian Last Name		Parent/Guardian First Name		Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR LODI CHILDREN'S THERAPY CONTRACTOR NUMBER 2 CDE TOTAL ENROLLMENT ALLOWED _____

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ <u>105.00</u> Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	Evals: \$315.00 for 2 hour session
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day. <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
		\$ _____ Per Hour

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

This Agreement is effective on _____ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

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

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

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

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

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

Other:	sessions	sessions	sessions	sessions			hours		
	minutes	minutes	minutes	minutes					

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)



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

MASTER CONTRACT

#3

Learning Solutions Kids, Inc.

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

GALT JOINT UNION ELEMENTARY SCHOOL

District _____ DISTRICT _____
Contract Year 2018-2019 _____

_____ Nonpublic School
 Nonpublic Agency

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 Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date: _____

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: LEARNING SOLUTIONS KIDS, INC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between the **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT** (hereinafter referred to as the local educational agency “LEA” or “District”) and **LEARNING SOLUTIONS KIDS, INC.** (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), 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 in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California

Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 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 LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to

make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained

as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs not to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately, if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Sections 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. **INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA as

additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands 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 was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by Federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

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

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot

provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

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

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

school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of

that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (“SEIS”) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing,

and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with all requirements of California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master 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 Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior

problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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. 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.

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 student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as

well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPPA”), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other assessment of a LEA student ten (10) days prior to LEA student’s annual or triennial review IEP team meeting for the purpose of reporting LEA student’s present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge LEA student’s parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the

purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

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

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9, California Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2,

California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the 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 standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends California Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* 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 to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

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

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each

individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist a LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify a LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is a LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*. 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 the Risk Management Department ("Risk Manager") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *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 LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the 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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master 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 twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Master 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 Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall also provide LEA access to all records contemplated by Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up

to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School (“NPS”) or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, 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 Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the ___1st___ day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR
Learning Solutions Kids, Inc.

LEA
Galt Joint Union Elementary School District

Nonpublic School/Agency

By: Erin Chargin 7/5/2018
Signature Date

By: _____
Signature Date

Erin Chargin, President
Name and Title of Authorized Representative

By: Lois Yount, Director of Business Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:
Donna Mayo-Whitlock

Name and Title
Learning Solutions Kids, Inc.
Nonpublic School/Agency/Related Service Provider
3031 C Street
Address
Saramento, CA 95816
City State Zip
916-442-2396 916-442-2525
Phone Fax
erinchargin@lskids.net
Email*
(*Required)

Galt Joint Union Elementary School District
LEA
1018 C Street, Suite 210
Address
Galt, CA 95632
City State Zip
209-744-4545, ext 303 209-744-4554
Phone Fax
dwhitlock@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, CA 95632
City State Zip
209-744-4545, ext. 339 209-744-4554
Phone Fax
sgutierrez@galt.k12.ca.us
Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2018-2019**
(NONPUBLIC SCHOOL) _____ **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction
 Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- | | | | |
|------|--|-------|-------|
| (1) | a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA) | _____ | _____ |
| | c. Transportation-Dual Enrollment | _____ | _____ |
| | d. Public Transportation | _____ | _____ |
| | e. Parent* | _____ | _____ |
| (2) | a. Educational Counseling – Individual | _____ | _____ |
| | b. Educational Counseling – Group of | _____ | _____ |
| | c. Counseling – Parent | _____ | _____ |
| (3) | a. Adapted Physical Education – Individual | _____ | _____ |
| | b. Adapted Physical Education – Group of _____ | _____ | _____ |
| | c. Adapted Physical Education – Group of _____ | _____ | _____ |
| (4) | a. Language and Speech Therapy – Individual | _____ | _____ |
| | b. Language and Speech Therapy – Group of 2 | _____ | _____ |
| | c. Language and Speech Therapy – Group of 3 | _____ | _____ |
| | d. Language and Speech Therapy – Per diem | _____ | _____ |
| | e. Language and Speech - Consultation Rate | _____ | _____ |
| (5) | a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____ | _____ |
| | b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| | c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) | Intensive Special Education Instruction** | _____ | _____ |
| (7) | a. Occupational Therapy – Individual | _____ | _____ |
| | b. Occupational Therapy – Group of 2 | _____ | _____ |
| | c. Occupational Therapy – Group of 3 | _____ | _____ |
| | d. Occupational Therapy – Group of 4 - 7 | _____ | _____ |
| | e. Occupational Therapy - Consultation Rate | _____ | _____ |
| (9) | Physical Therapy | _____ | _____ |
| (10) | a. Behavior Intervention – BII | _____ | _____ |
| | b. Behavior Intervention – BID | _____ | _____ |
| | Provided by: _____ | _____ | _____ |
| (11) | Nursing Services | _____ | _____ |

*Parent transportation reimbursement rates are to be determined by LEA.

**By credentialed Special Education Teacher.

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

This agreement is effective on _____ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		e-Mail			
Grade	Level	Sex	() M () F	Education Schedule – Regular School Year			
				Number of Days		Number of Weeks	
Parent/Guardian Last Name		Parent/Guardian First Name		Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR LEARNING SOLUTIONS KIDS, INC. CONTRACTOR NUMBER 3 CDE TOTAL ENROLLMENT ALLOWED _____

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____

Total LEA enrollment may not exceed _____

(per Master Contract Section 62)

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

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

This Agreement is effective on _____ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

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

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

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

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

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

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

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 8/22/18	Agenda Item: 171.919 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter: Karen Schauer	Action Item: XX Information Item:

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



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 8/22/18	Agenda Item: 171.920 Board Action Regarding Expulsion Re-admit Case #17/18-02
Presenter: Donna Mayo-Whitlock	Action Item: XX Information Item:



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: August 22, 2018	Agenda Item: 171.921 Board Consideration of Approval of 2017-18 Unaudited Actuals and 2018-19 Budget Revisions
Presenter: Lois Yount	Action Item: XX Information Item:

The GJUESD 2017-18 Unaudited Actuals financial report and the 2018-19 Budget revisions are included for board review. This is the financial report for the prior year and the revised budget for 2018-19.

The 2018-19 budget amounts have been updated to include the 2017-18 carryover amounts, revised beginning balances, and changes that have occurred due to the approval of the State Budget in June. There were substantial changes from the May Revise to the Governor's final budget. Most significantly was the decrease in one-time funding from \$344 (\$1,193,208) per Average Daily Attendance (ADA) to \$184 (\$641,537). There was an addition of .9% on-going to Local Control Funding Formula (LCFF) to augment the decrease in one-time funding.

The 2018-19 budget revisions are based on flat funding (zero student enrollment growth). Between now and the first interim report in December, we will have additional data to consider further budget adjustments. By October, the district will have more finite enrollment data, staffing costs due to the minimum wage increase from January 2019, and services costs. The district will continue to pursue additional funding sources to increase district revenues.

Budget assumptions include routine maintenance and repair with 3% for on-going facilities needs and expenditures. An additional routine maintenance carryover of \$323,048 is reserved for 2018-19.

Board approval is recommended.

Galt Joint Union Elementary School District 2018-19 Revision 1 Budget Assumptions

INCOME

ASSUMPTIONS

Student ADA	<p>-Revenue is based on the 2017-18 P2 ADA of 3,468. Enrollment is projected to remain flat.</p> <p>-There is a 2.71% statutory COLA for 2018-19 and the LCFF GAP funding is projected to be 100% in 2018-19. An additional .9% was added as an augmentation.</p>
Federal Income	<p>-The following changes have been made: Decrease in Title I of \$33,159 Carryovers have been added</p>
State Income	<p>-The following changes have been made: Decrease in One-Time funding from \$344 (\$1,193,208) per ADA to \$184 (\$641,537) per ADA. \$25,000 Middle School Foundational Academies grant funding remain in the budget serving grades 5-8.</p>
Local Income	<p>-The following changes have been made: Site carryovers have been added \$75,000 Central Valley Foundation Pre-K and EL Planning Grant remains in the budget.</p>
Transfers In	<p>-Transfers decreased by \$26,905 due to a decrease in developer fees collected.</p>

EXPENSES

Cert. Salaries	<p>-Salaries have been updated to include unrepresented increases -One-time bonus has been added -Decrease in one curriculum coach</p>
Class. Salaries	<p>-CSEA and unrepresented increases have been added -One-time bonus has been added</p>
Benefits	<p>- No significant changes have been made</p>
Supplies	<p>-Site carryovers have been added</p>
Operating Expenses	<p>- No significant changes have been made</p>
Capital Outlay	<p>- No significant changes have been made</p>
Transfers Out	<p>-The transfer to Cafeteria Fund remain at \$250,000</p>

OTHER FUNDS:

CHILD DEVELOPMENT

- Salaries and Benefits have been updated to reflect the union settlements.
- One-time bonus has been added.

CAFETERIA FUND

- No significant changes have been made.
- The transfer into Cafeteria from Fund 1 remains at \$250,000 at this time.

POST RETIREMENT FUND

- Interest has been added to income.

BUILDING FUND – BOND PROCEEDS

- Interest has been added to income.

CAPITAL FACILITIES

- Interest has been added to income.

MELLO ROOS

- Interest has been added to income.

Galt Joint Union Elementary School District 2018-19 First Revision Budget

MULTI-YEAR BUDGET NARRATIVE and ASSUMPTIONS

The Multi-year Projection is based on the following assumptions:

- The Local Control Funding Formula (LCFF) revenue has been calculated using the FCMAT (Fiscal Crisis and Management Assistance Team) calculator. The calculator was updated by FCMAT to incorporate the Governor's signed State Budget.
- Enrollment Projections: Note – we are funded on the attendance rate of our enrollment or “Average Daily Attendance” (ADA). Typically, we average about a 95% - 96% actual attendance rate on our enrollment. Due to enrollment projections for 2018-19 and beyond, we have budgeted ADA to remain flat in 2018-19, 2019-20 and in 2020-21.
 - 2018-19: 3,641
 - 2019-20: 3,641
 - 2020-21: 3,641
 - 2021-22: 3,641
- COLA Projections:
 - 2018-19: 2.71%
 - 2019-20: 2.57%
 - 2020-21: 2.67%
 - 2021-22: 3.42%
- LCFF Gap Funding
 - 2018-19: 100%
 - 2019-20: 100%
 - 2020-21: 100%
 - 2021-22: 100%
- STRS Employer Rates
 - 2018-19: 16.28%
 - 2019-20: 18.13%
 - 2020-21: 19.10%
- PERS Employer Rates
 - 2018-19: 18.062%
 - 2019-20: 20.80%
 - 2020-21: 23.50%
- Unduplicated/Free/Reduced/EL percentages:
 - 2018-19: 59.24%
 - 2019-20: 58.88%
 - 2020-21: 58.88%

- The Routine Repair and Maintenance restricted account remains at 3% of the total general fund adopted budget expenditures for 18-19 and beyond.

- Components of the Ending Balance
 - ✓ Restricted carryovers each year must be reserved as part of the program from which the funding originated.
 - ✓ The calculation for the Supplemental/Concentration funding is \$3,832,338 in 2018-19, \$3,859,995 in 2019-20, \$3,962,943 in 2020-21.
 - ✓ The district's Reserve for Economic Uncertainties has been set at 3% annually.

- Projections for subsequent years:
 - Flat enrollment has been projected in 19-20 and 20-21. Should enrollment decrease, LCFF funding will decrease thereby decreasing the reserve.
 - Projected decrease of \$750,000 in SELPA funding for special education in 19-20.
 - Proposed reduction in certificated positions of \$804,316 in 19-20 and \$125,587 in 20-21.
 - Proposed reduction classified positions of \$245,536 in 19-20 and \$231,521 in 20-21.
 - Proposed reduction of operating costs of \$1,358 in 19-20 and \$91,681 in 20-21.

Multi Year Financial Analysis
Unaudited Actuals 17/18 August 2018

Account Codes	Projected 2017-18 Total	Projected 2018-19 Total	Projected 2019-20 Total	Projected 2020-21	
A. REVENUES					
LCFF Sources	8010-8099	30,133,824	31,538,490	32,271,869	33,125,390
Federal Revenues	8100-8299	3,018,766	2,669,938	2,669,938	2,669,938
Other State Revenues	8300-8599	3,752,958	3,662,591	3,024,363	3,024,363
Other Local Revenues	8600-8799	2,674,893	2,520,637	1,770,637	1,770,637
		39,580,441	40,391,656	39,736,807	40,590,328
Total Revenues					
B. EXPENDITURES					
Certificated Salaries	1000-1999	18,894,332	18,978,442	18,557,600	18,798,178
Classified Salaries	2000-2999	7,175,142	7,498,269	7,266,144	7,245,032
Employee Benefits	3000-3999	8,752,182	9,493,588	9,755,819	10,191,158
Books and Supplies	4000-4999	2,764,545	1,796,443	1,595,443	1,595,443
Services	5000-5999	4,029,220	3,496,646	2,546,909	2,479,126
Capital Outlay	6000-6999	107,684	526,110	0	0
Other Outgo	7438-7439	130,242	113,771	113,771	113,771
Direct/Indirect Costs	7310-7350	(128,065)	(131,042)	(131,042)	(131,042)
Total Expenses		41,725,281	41,772,228	39,704,645	40,291,667
Difference (Revenues-Expenses)					
		(2,144,840)	(1,380,572)	32,162	298,661
Prior Year Adjustments					
Transfers In		4,221	5,000	5,000	5,000
Other Sources		10,522	10,000	10,000	10,000
Transfers Out		273,456	250,000	225,000	225,000
Total Transfers		(258,713)	(235,000)	(210,000)	(210,000)
Net Increase(Decrease) in Fund Balance					
		(2,403,554)	(1,615,572)	(177,838)	88,661
Beginning Balance					
Audit Adjustments		6,389,121	3,821,510	2,205,937	2,028,099
Ending Reserve Balance		(164,058)	2,205,937	2,028,099	2,116,760
Econ. Uncertainties					
		1,259,962	1,260,667	1,197,889	1,215,500
Components of Reserve					
	2017-18 Total	2018-19 Total	Projected 2019-20 Total	Projected 2020-21	
Revolving Fund	20,000	20,000	20,000	20,000	
Prepaid	129,211	0	0	0	
	0	0	0	0	
Restricted Beg. Balance:	0	0	0	0	
Restricted Carryover	428,797	227,838	25,000	0	
Routine Maintenance Carryover	323,048	323,048	323,048	323,048	
One Time Carryover	138,053	0	0	0	
Prop 39	650,248	0	0	0	
Lottery Current to spend next year	75,400	75,400	75,400	75,400	
Reserve for Supplemental/Conc.	120,679	89,495	89,495	89,495	
School Site Carryovers	275,075	0	0	0	
Reserve for declining enrollment	402,130	210,584	298,362	394,410	
	2,562,641	946,365	831,305	902,353	
3% Economic Uncertainties	1,259,962	1,260,667	1,197,889	1,215,500	
Total Reserve Percentage	9.1%	5.3%	5.1%	5.2%	
Total Unrestricted Reserve	7.31%	3.94%	4.21%	4.43%	

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
A. REVENUES									
1) LCFF Sources		8010-8099	30,133,824.39	0.00	30,133,824.39	31,538,490.00	0.00	31,538,490.00	4.7%
2) Federal Revenue		8100-8299	0.00	3,018,765.76	3,018,765.76	0.00	2,669,938.00	2,669,938.00	-11.6%
3) Other State Revenue		8300-8599	1,168,444.34	2,584,513.89	3,752,958.23	1,273,210.00	2,389,381.00	3,662,591.00	-2.4%
4) Other Local Revenue		8600-8799	486,400.23	2,188,492.40	2,674,892.63	396,218.00	2,124,419.00	2,520,637.00	-5.8%
5) TOTAL, REVENUES			31,788,668.96	7,791,772.05	39,580,441.01	33,207,918.00	7,183,738.00	40,391,656.00	2.0%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	14,899,082.94	3,995,248.62	18,894,331.56	15,068,483.00	3,909,959.00	18,978,442.00	0.4%
2) Classified Salaries		2000-2999	4,899,796.08	2,275,345.52	7,175,141.60	5,209,470.00	2,288,799.00	7,498,269.00	4.5%
3) Employee Benefits		3000-3999	5,519,119.20	3,233,063.13	8,752,182.33	6,088,801.31	3,404,787.00	9,493,588.31	8.5%
4) Books and Supplies		4000-4999	2,044,351.71	720,193.30	2,764,545.01	928,284.96	868,158.00	1,796,442.96	-35.0%
5) Services and Other Operating Expenditures		5000-5999	2,411,309.42	1,617,910.79	4,029,220.21	2,186,250.41	1,310,396.00	3,496,646.41	-13.2%
6) Capital Outlay		6000-6999	18,511.98	89,171.80	107,683.78	1,000.00	525,110.00	526,110.00	388.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	42,867.00	87,375.00	130,242.00	43,871.00	69,900.00	113,771.00	-12.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(405,989.86)	277,924.73	(128,065.13)	(389,066.00)	258,024.00	(131,042.00)	2.3%
9) TOTAL, EXPENDITURES			29,429,048.47	12,296,232.89	41,725,281.36	29,137,094.68	12,635,133.00	41,772,227.68	0.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,359,620.49	(4,504,460.84)	(2,144,840.35)	4,070,823.32	(5,451,395.00)	(1,380,571.68)	-35.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	4,221.20	0.00	4,221.20	5,000.00	0.00	5,000.00	18.4%
b) Transfers Out		7600-7629	273,456.07	0.00	273,456.07	250,000.00	0.00	250,000.00	-8.6%
2) Other Sources/Uses									
a) Sources		8930-8979	10,521.70	0.00	10,521.70	10,000.00	0.00	10,000.00	-5.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(4,489,675.07)	4,489,675.07	0.00	(4,600,188.00)	4,600,188.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,748,388.24)	4,489,675.07	(258,713.17)	(4,835,188.00)	4,600,188.00	(235,000.00)	-9.2%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,388,767.75)	(14,785.77)	(2,403,553.52)	(764,364.68)	(851,207.00)	(1,615,571.68)	-32.8%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited									
		9791	4,973,335.75	1,415,784.54	6,389,120.29	2,420,510.41	1,400,998.77	3,821,509.18	-40.2%
b) Audit Adjustments									
		9793	(164,057.59)	0.00	(164,057.59)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)									
			4,809,278.16	1,415,784.54	6,225,062.70	2,420,510.41	1,400,998.77	3,821,509.18	-38.6%
d) Other Restatements									
		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)									
			4,809,278.16	1,415,784.54	6,225,062.70	2,420,510.41	1,400,998.77	3,821,509.18	-38.6%
2) Ending Balance, June 30 (E + F1e)									
			2,420,510.41	1,400,998.77	3,821,509.18	1,656,145.73	549,791.77	2,205,937.50	-42.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash									
		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Stores									
		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items									
		9713	129,211.33	0.00	129,211.33	0.00	0.00	0.00	-100.0%
All Others									
		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	1,400,998.77	1,400,998.77	0.00	549,792.21	549,792.21	-60.8%
c) Committed									
Stabilization Arrangements									
		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments									
		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments									
		9780	2,271,299.08	0.00	2,271,299.08	1,656,145.73	0.00	1,656,145.73	-27.1%
		9780	2,190,895.59		2,190,895.59				
	0000	9780							
	1100	9780	75,400.00		75,400.00				
	1100	9780	5,003.49		5,003.49				
	0000	9780				1,511,053.24		1,511,053.24	
	1100	9780				75,400.00		75,400.00	
	1100	9780				69,692.49		69,692.49	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties									
		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount									
		9790	0.00	0.00	0.00	0.00	(0.44)	(0.44)	New

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	4,026,457.53	365,968.36	4,392,425.89				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
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	411,526.70	1,343,473.56	1,755,000.26				
4) Due from Grantor Government		9290	32,447.70	0.00	32,447.70				
5) Due from Other Funds		9310	144,216.67	56.65	144,273.32				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	129,211.33	0.00	129,211.33				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			4,764,859.93	1,709,498.57	6,474,358.50				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	2,067,425.45	298,214.77	2,365,640.22				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	276,924.07	542.95	277,467.02				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	9,742.08	9,742.08				
6) TOTAL, LIABILITIES			2,344,349.52	308,499.80	2,652,849.32				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			2,420,510.41	1,400,998.77	3,821,509.18				

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	19,638,614.09	0.00	19,638,614.09	21,533,800.00	0.00	21,533,800.00	9.7%
Education Protection Account State Aid - Current Year		8012	4,603,614.00	0.00	4,603,614.00	4,563,564.00	0.00	4,563,564.00	-0.9%
State Aid - Prior Years		8019	(21,281.60)	0.00	(21,281.60)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	35,305.19	0.00	35,305.19	32,834.00	0.00	32,834.00	-7.0%
Timber Yield Tax		8022	0.36	0.00	0.36	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	3,115,331.29	0.00	3,115,331.29	3,065,395.00	0.00	3,065,395.00	-1.6%
Unsecured Roll Taxes		8042	114,606.82	0.00	114,606.82	99,497.00	0.00	99,497.00	-13.2%
Prior Years' Taxes		8043	74,985.99	0.00	74,985.99	23,419.00	0.00	23,419.00	-68.8%
Supplemental Taxes		8044	179,146.80	0.00	179,146.80	187,735.00	0.00	187,735.00	4.8%
Education Revenue Augmentation Fund (ERAF)		8045	2,198,403.77	0.00	2,198,403.77	1,901,844.00	0.00	1,901,844.00	-13.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	194,630.85	0.00	194,630.85	130,402.00	0.00	130,402.00	-33.0%
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	933.66	0.00	933.66	0.00	0.00	0.00	-100.0%
Less: Non-LCFF (50%) Adjustment		8089	(466.83)	0.00	(466.83)	0.00	0.00	0.00	-100.0%
Subtotal, LCFF Sources			30,133,824.39	0.00	30,133,824.39	31,538,490.00	0.00	31,538,490.00	4.7%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	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	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
TOTAL, LCFF SOURCES			30,133,824.39	0.00	30,133,824.39	31,538,490.00	0.00	31,538,490.00	4.7%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	652,479.06	652,479.06	0.00	657,622.00	657,622.00	0.8%
Special Education Discretionary Grants		8182	0.00	195,620.16	195,620.16	0.00	211,176.00	211,176.00	8.0%
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%
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		1,358,020.46	1,358,020.46		1,354,407.00	1,354,407.00	-0.3%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290		119,862.93	119,862.93		209,031.00	209,031.00	74.4%
Title III, Part A, Immigrant Education Program	4201	8290		1,008.61	1,008.61		3,140.00	3,140.00	211.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
Title III, Part A, English Learner									
Program	4203	8290		85,310.13	85,310.13		114,529.00	114,529.00	34.3%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3185, 4050, 4123, 4124, 4126, 4127,								
Other NCLB / Every Student Succeeds Act	5510, 5630	8290		0.00	0.00		0.00	0.00	0.0%
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	606,464.41	606,464.41	0.00	120,033.00	120,033.00	-80.2%
TOTAL, FEDERAL REVENUE			0.00	3,018,765.76	3,018,765.76	0.00	2,669,938.00	2,669,938.00	-11.6%
OTHER STATE REVENUE									
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	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	613,433.00	0.00	613,433.00	746,296.00	0.00	746,296.00	21.7%
Lottery - Unrestricted and Instructional Materials		8560	550,916.34	197,755.29	748,671.63	526,914.00	173,232.00	700,146.00	-6.5%
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		365,158.96	365,158.96		365,159.00	365,159.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
California Clean Energy Jobs Act	6230	8590		200,847.00	200,847.00		0.00	0.00	-100.0%
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%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	4,095.00	1,820,752.64	1,824,847.64	0.00	1,850,990.00	1,850,990.00	1.4%
TOTAL, OTHER STATE REVENUE			1,168,444.34	2,584,513.89	3,752,958.23	1,273,210.00	2,389,381.00	3,662,591.00	-2.4%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
OTHER LOCAL REVENUE									
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	81,882.00	0.00	81,882.00	75,984.00	0.00	75,984.00	-7.2%
Interest		8660	54,382.44	36.53	54,418.97	80,060.00	0.00	80,060.00	47.1%
Net Increase (Decrease) in the Fair Value									
of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
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	139,881.22	0.00	139,881.22	147,884.00	0.00	147,884.00	5.7%
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	150,969.70	150,969.70	0.00	193,076.00	193,076.00	27.9%
Other Local Revenue									
Plus: Misc Funds Non-LCFF									
(50%) Adjustment		8691	466.83	0.00	466.83	0.00	0.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	209,787.74	779,662.17	989,449.91	92,290.00	674,288.00	766,578.00	-22.5%
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		1,257,824.00	1,257,824.00		1,257,055.00	1,257,055.00	-0.1%
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%
TOTAL, OTHER LOCAL REVENUE			486,400.23	2,188,492.40	2,674,892.63	396,218.00	2,124,419.00	2,520,637.00	-5.8%
TOTAL, REVENUES			31,788,668.96	7,791,772.05	39,580,441.01	33,207,918.00	7,183,738.00	40,391,656.00	2.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	12,369,223.32	3,160,959.51	15,530,182.83	12,594,134.00	3,251,822.00	15,845,956.00	2.0%
Certificated Pupil Support Salaries		1200	395,004.79	97,555.63	492,560.42	508,254.00	47,670.00	555,924.00	12.9%
Certificated Supervisors' and Administrators' Salaries		1300	1,946,491.37	140,993.31	2,087,484.68	1,859,845.00	106,800.00	1,966,645.00	-5.8%
Other Certificated Salaries		1900	188,363.46	595,740.17	784,103.63	106,250.00	503,667.00	609,917.00	-22.2%
TOTAL, CERTIFICATED SALARIES			14,899,082.94	3,995,248.62	18,894,331.56	15,068,483.00	3,909,959.00	18,978,442.00	0.4%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	426,389.34	1,489,183.46	1,915,572.80	526,915.00	1,520,842.00	2,047,757.00	6.9%
Classified Support Salaries		2200	1,622,583.39	254,875.86	1,877,459.25	1,740,696.00	255,252.00	1,995,948.00	6.3%
Classified Supervisors' and Administrators' Salaries		2300	458,682.28	148,488.11	607,170.39	455,167.00	123,005.00	578,172.00	-4.8%
Clerical, Technical and Office Salaries		2400	1,962,753.79	102,790.46	2,065,544.25	2,044,424.00	99,982.00	2,144,406.00	3.8%
Other Classified Salaries		2900	429,387.28	280,007.63	709,394.91	442,268.00	289,718.00	731,986.00	3.2%
TOTAL, CLASSIFIED SALARIES			4,899,796.08	2,275,345.52	7,175,141.60	5,209,470.00	2,288,799.00	7,498,269.00	4.5%
EMPLOYEE BENEFITS									
STRS		3101-3102	2,104,984.78	2,074,574.42	4,179,559.20	2,407,438.00	2,158,748.00	4,566,186.00	9.3%
PERS		3201-3202	605,261.76	294,198.91	899,460.67	744,664.46	359,628.00	1,104,292.46	22.8%
OASDI/Medicare/Alternative		3301-3302	582,717.93	239,563.07	822,281.00	632,710.00	250,875.00	883,585.00	7.5%
Health and Welfare Benefits		3401-3402	1,394,805.18	466,799.10	1,861,604.28	1,471,205.00	479,330.00	1,950,535.00	4.8%
Unemployment Insurance		3501-3502	10,008.07	3,145.73	13,153.80	11,600.85	3,332.00	14,932.85	13.5%
Workers' Compensation		3601-3602	318,611.36	97,567.99	416,179.35	326,487.00	101,048.00	427,535.00	2.7%
OPEB, Allocated		3701-3702	198,774.22	13,510.31	212,284.53	182,835.00	8,065.00	190,900.00	-10.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	303,955.90	43,703.60	347,659.50	311,861.00	43,761.00	355,622.00	2.3%
TOTAL, EMPLOYEE BENEFITS			5,519,119.20	3,233,063.13	8,752,182.33	6,088,801.31	3,404,787.00	9,493,588.31	8.5%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	1,222,563.37	16,085.75	1,238,649.12	0.00	60,807.00	60,807.00	-95.1%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	775,997.37	619,678.16	1,395,675.53	887,454.96	788,551.00	1,676,005.96	20.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
Noncapitalized Equipment		4400	45,790.97	84,429.39	130,220.36	40,830.00	18,800.00	59,630.00	-54.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,044,351.71	720,193.30	2,764,545.01	928,284.96	868,158.00	1,796,442.96	-35.0%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	269,277.65	479,753.82	749,031.47	58,013.00	313,874.00	371,887.00	-50.4%
Travel and Conferences		5200	59,805.65	124,986.84	184,792.49	35,390.00	51,893.00	87,283.00	-52.8%
Dues and Memberships		5300	22,608.45	1,234.00	23,842.45	19,721.00	1,124.00	20,845.00	-12.6%
Insurance		5400 - 5450	185,406.00	1,495.00	186,901.00	185,410.00	0.00	185,410.00	-0.8%
Operations and Housekeeping Services		5500	776,953.79	7,000.00	783,953.79	780,615.00	7,000.00	787,615.00	0.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	226,521.67	64,278.41	290,800.08	236,392.00	63,000.00	299,392.00	3.0%
Transfers of Direct Costs		5710	(22,721.80)	22,721.80	0.00	(27,378.00)	27,378.00	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	799,669.66	913,685.81	1,713,355.47	797,582.41	843,026.00	1,640,608.41	-4.2%
Communications		5900	93,788.35	2,755.11	96,543.46	100,505.00	3,101.00	103,606.00	7.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,411,309.42	1,617,910.79	4,029,220.21	2,186,250.41	1,310,396.00	3,496,646.41	-13.2%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
CAPITAL OUTLAY									
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	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
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	18,511.98	17,461.80	35,973.78	1,000.00	17,462.00	18,462.00	-48.7%
Equipment Replacement		6500	0.00	71,710.00	71,710.00	0.00	507,648.00	507,648.00	607.9%
TOTAL, CAPITAL OUTLAY			18,511.98	89,171.80	107,683.78	1,000.00	525,110.00	526,110.00	388.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
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	0.00	0.00	0.00	0.00	0.00	0.0%
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	0.00	87,375.00	87,375.00	0.00	69,900.00	69,900.00	-20.0%
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	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%

Unaudited Actuals
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
Debt Service									
Debt Service - Interest		7438	3,061.37	0.00	3,061.37	2,877.00	0.00	2,877.00	-6.0%
Other Debt Service - Principal		7439	39,805.63	0.00	39,805.63	40,994.00	0.00	40,994.00	3.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			42,867.00	87,375.00	130,242.00	43,871.00	69,900.00	113,771.00	-12.6%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(277,924.73)	277,924.73	0.00	(258,024.00)	258,024.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(128,065.13)	0.00	(128,065.13)	(131,042.00)	0.00	(131,042.00)	2.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(405,989.86)	277,924.73	(128,065.13)	(389,066.00)	258,024.00	(131,042.00)	2.3%
TOTAL, EXPENDITURES			29,429,048.47	12,296,232.89	41,725,281.36	29,137,094.68	12,635,133.00	41,772,227.68	0.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
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	4,221.20	0.00	4,221.20	5,000.00	0.00	5,000.00	18.4%
(a) TOTAL, INTERFUND TRANSFERS IN			4,221.20	0.00	4,221.20	5,000.00	0.00	5,000.00	18.4%
INTERFUND TRANSFERS OUT									
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	273,456.07	0.00	273,456.07	250,000.00	0.00	250,000.00	-8.6%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			273,456.07	0.00	273,456.07	250,000.00	0.00	250,000.00	-8.6%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease- Purchase of Land/Buildings		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 Capital 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%
All Other Financing Sources		8979	10,521.70	0.00	10,521.70	10,000.00	0.00	10,000.00	-5.0%
(c) TOTAL, SOURCES			10,521.70	0.00	10,521.70	10,000.00	0.00	10,000.00	-5.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
USES									
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%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(4,489,675.07)	4,489,675.07	0.00	(4,600,188.00)	4,600,188.00	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			(4,489,675.07)	4,489,675.07	0.00	(4,600,188.00)	4,600,188.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(4,748,388.24)	4,489,675.07	(258,713.17)	(4,835,188.00)	4,600,188.00	(235,000.00)	-9.2%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
A. REVENUES									
1) LCFF Sources		8010-8099	30,133,824.39	0.00	30,133,824.39	31,538,490.00	0.00	31,538,490.00	4.7%
2) Federal Revenue		8100-8299	0.00	3,018,765.76	3,018,765.76	0.00	2,669,938.00	2,669,938.00	-11.6%
3) Other State Revenue		8300-8599	1,168,444.34	2,584,513.89	3,752,958.23	1,273,210.00	2,389,381.00	3,662,591.00	-2.4%
4) Other Local Revenue		8600-8799	486,400.23	2,188,492.40	2,674,892.63	396,218.00	2,124,419.00	2,520,637.00	-5.8%
5) TOTAL, REVENUES			31,788,668.96	7,791,772.05	39,580,441.01	33,207,918.00	7,183,738.00	40,391,656.00	2.0%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		18,481,489.11	8,652,220.78	27,133,709.89	17,969,320.96	8,729,263.00	26,698,583.96	-1.6%
2) Instruction - Related Services	2000-2999		3,997,806.64	1,621,681.42	5,619,488.06	3,962,338.31	1,370,306.00	5,332,644.31	-5.1%
3) Pupil Services	3000-3999		2,106,887.68	297,170.18	2,404,057.86	2,219,202.00	314,765.00	2,533,967.00	5.4%
4) Ancillary Services	4000-4999		15,287.37	301.00	15,588.37	5,000.00	206.00	5,206.00	-66.6%
5) Community Services	5000-5999		123,310.42	11,163.23	134,473.65	137,507.00	7,799.00	145,306.00	8.1%
6) Enterprise	6000-6999		0.00	6,700.25	6,700.25	0.00	9,000.00	9,000.00	34.3%
7) General Administration	7000-7999		2,498,837.24	332,336.06	2,831,173.30	2,454,580.41	286,303.00	2,740,883.41	-3.2%
8) Plant Services	8000-8999		2,162,563.01	1,287,284.97	3,449,847.98	2,345,275.00	1,847,591.00	4,192,866.00	21.5%
9) Other Outgo	9000-9999	Except 7600-7699	42,867.00	87,375.00	130,242.00	43,871.00	69,900.00	113,771.00	-12.6%
10) TOTAL, EXPENDITURES			29,429,048.47	12,296,232.89	41,725,281.36	29,137,094.68	12,635,133.00	41,772,227.68	0.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			2,359,620.49	(4,504,460.84)	(2,144,840.35)	4,070,823.32	(5,451,395.00)	(1,380,571.68)	-35.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	4,221.20	0.00	4,221.20	5,000.00	0.00	5,000.00	18.4%
b) Transfers Out		7600-7629	273,456.07	0.00	273,456.07	250,000.00	0.00	250,000.00	-8.6%
2) Other Sources/Uses									
a) Sources		8930-8979	10,521.70	0.00	10,521.70	10,000.00	0.00	10,000.00	-5.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(4,489,675.07)	4,489,675.07	0.00	(4,600,188.00)	4,600,188.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,748,388.24)	4,489,675.07	(258,713.17)	(4,835,188.00)	4,600,188.00	(235,000.00)	-9.2%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals			2018-19 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)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,388,767.75)	(14,785.77)	(2,403,553.52)	(764,364.68)	(851,207.00)	(1,615,571.68)	-32.8%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	4,973,335.75	1,415,784.54	6,389,120.29	2,420,510.41	1,400,998.77	3,821,509.18	-40.2%
b) Audit Adjustments		9793	(164,057.59)	0.00	(164,057.59)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			4,809,278.16	1,415,784.54	6,225,062.70	2,420,510.41	1,400,998.77	3,821,509.18	-38.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,809,278.16	1,415,784.54	6,225,062.70	2,420,510.41	1,400,998.77	3,821,509.18	-38.6%
2) Ending Balance, June 30 (E + F1e)			2,420,510.41	1,400,998.77	3,821,509.18	1,656,145.73	549,791.77	2,205,937.50	-42.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	129,211.33	0.00	129,211.33	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,400,998.77	1,400,998.77	0.00	549,792.21	549,792.21	-60.8%
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	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	2,271,299.08	0.00	2,271,299.08	1,656,145.73	0.00	1,656,145.73	-27.1%
Reserved for declining enrollment	0000	9780	2,190,895.59		2,190,895.59				
Reserved for sites	1100	9780	75,400.00		75,400.00				
Reserved for Technology	1100	9780	5,003.49		5,003.49				
Reserved for declining enrollment	0000	9780				1,511,053.24		1,511,053.24	
Reserved for site use	1100	9780				75,400.00		75,400.00	
Reserved for technology	1100	9780				69,692.49		69,692.49	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	(0.44)	(0.44)	New

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
5640	Medi-Cal Billing Option	99,237.56	0.00
6010	After School Education and Safety (ASES)	2.14	2.14
6230	California Clean Energy Jobs Act	650,248.39	0.39
6300	Lottery: Instructional Materials	68,001.95	74.95
6500	Special Education	0.00	606.00
6512	Special Ed: Mental Health Services	199,137.74	199,137.74
7810	Other Restricted State	3,738.98	256.98
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectio	323,047.86	323,047.86
9010	Other Restricted Local	57,584.15	26,666.15
Total, Restricted Balance		1,400,998.77	549,792.21

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	524,576.00	594,480.00	13.3%
4) Other Local Revenue		8600-8799	9,773.80	10,408.00	6.5%
5) TOTAL REVENUES			534,349.80	604,888.00	13.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	175,089.66	173,365.00	-1.0%
2) Classified Salaries		2000-2999	172,000.42	200,840.00	16.8%
3) Employee Benefits		3000-3999	108,165.82	111,946.00	3.5%
4) Books and Supplies		4000-4999	9,618.59	50,013.00	420.0%
5) Services and Other Operating Expenditures		5000-5999	37,075.95	32,870.00	-11.3%
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	30,705.92	35,446.00	15.4%
9) TOTAL EXPENDITURES			532,656.36	604,480.00	13.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,693.44	408.00	-75.9%
D. OTHER FINANCING SOURCES/USES					
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,693.44	408.00	-75.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	118,204.57	73,299.26	-38.0%
b) Audit Adjustments		9793	(46,598.75)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			71,605.82	73,299.26	2.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			71,605.82	73,299.26	2.4%
2) Ending Balance, June 30 (E + F1e)			73,299.26	73,707.26	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			73,299.26	73,707.26	0.6%
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	86,681.56		
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		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	19,239.79		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	4,010.95		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			109,932.30		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	5,870.47		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	30,762.57		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			36,633.04		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			73,299.26		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	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	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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	450,966.00	528,141.00	17.1%
All Other State Revenue	All Other	8590	73,610.00	66,339.00	-9.9%
TOTAL, OTHER STATE REVENUE			524,576.00	594,480.00	13.3%
OTHER LOCAL REVENUE					
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	1,885.00	408.00	-78.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	7,888.80	10,000.00	26.8%
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			9,773.80	10,408.00	6.5%
TOTAL, REVENUES			534,349.80	604,888.00	13.2%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	168,089.66	173,365.00	3.1%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	7,000.00	0.00	-100.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			175,089.66	173,365.00	-1.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	122,260.01	147,928.00	21.0%
Classified Support Salaries		2200	10,367.60	10,598.00	2.2%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	39,372.81	42,314.00	7.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			172,000.42	200,840.00	16.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	40,303.08	44,285.00	9.9%
PERS		3201-3202	10,714.82	11,547.00	7.8%
OASDI/Medicare/Alternative		3301-3302	14,711.60	17,945.00	22.0%
Health and Welfare Benefits		3401-3402	31,901.86	29,941.00	-6.1%
Unemployment Insurance		3501-3502	174.25	211.00	21.1%
Workers' Compensation		3601-3602	8,743.12	6,010.00	-31.3%
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	1,617.09	2,007.00	24.1%
TOTAL, EMPLOYEE BENEFITS			108,165.82	111,946.00	3.5%
BOOKS AND SUPPLIES					
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	9,618.59	50,013.00	420.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			9,618.59	50,013.00	420.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	212.36	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	32,466.54	26,200.00	-19.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,000.00	1,500.00	-25.0%
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	1,755.00	2,670.00	52.1%
Communications		5900	642.05	2,500.00	289.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			37,075.95	32,870.00	-11.3%
CAPITAL OUTLAY					
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%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	30,705.92	35,446.00	15.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			30,705.92	35,446.00	15.4%
TOTAL, EXPENDITURES			532,656.36	604,480.00	13.5%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	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%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
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 Capital Leases		8972	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%
USES					
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%
CONTRIBUTIONS					
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	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	524,576.00	594,480.00	13.3%
4) Other Local Revenue		8600-8799	9,773.80	10,408.00	6.5%
5) TOTAL, REVENUES			534,349.80	604,888.00	13.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		385,222.98	459,042.00	19.2%
2) Instruction - Related Services	2000-2999		65,309.29	61,749.00	-5.5%
3) Pupil Services	3000-3999		3,654.74	6,416.00	75.6%
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		30,705.92	35,446.00	15.4%
8) Plant Services	8000-8999		47,763.43	41,827.00	-12.4%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			532,656.36	604,480.00	13.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,693.44	408.00	-75.9%
D. OTHER FINANCING SOURCES/USES					
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%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,693.44	408.00	-75.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	118,204.57	73,299.26	-38.0%
b) Audit Adjustments		9793	(46,598.75)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			71,605.82	73,299.26	2.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			71,605.82	73,299.26	2.4%
2) Ending Balance, June 30 (E + F1e)					
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	2017-18 Unaudited Actuals	2018-19 Budget
6052	Child Development: Prekindergarten and Family Literacy, Proq	0.03	0.03
6105	Child Development: California State Preschool Program	0.03	0.03
6130	Child Development: Center-Based Reserve Account	73,299.20	73,707.20
Total, Restricted Balance		73,299.26	73,707.26

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,466,859.56	1,503,619.00	2.5%
3) Other State Revenue		8300-8599	92,346.65	93,703.00	1.5%
4) Other Local Revenue		8600-8799	120,572.87	98,364.00	-18.4%
5) TOTAL, REVENUES			1,679,779.08	1,695,686.00	0.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	719,900.42	783,545.00	8.8%
3) Employee Benefits		3000-3999	274,121.07	282,711.00	3.1%
4) Books and Supplies		4000-4999	821,375.42	721,868.00	-12.1%
5) Services and Other Operating Expenditures		5000-5999	39,211.55	51,609.00	31.6%
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	97,359.21	95,596.00	-1.8%
9) TOTAL, EXPENDITURES			1,951,967.67	1,935,329.00	-0.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(272,188.59)	(239,643.00)	-12.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	273,456.07	250,000.00	-8.6%
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			273,456.07	250,000.00	-8.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,267.48	10,357.00	717.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	126,369.31	127,636.79	1.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			126,369.31	127,636.79	1.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			126,369.31	127,636.79	1.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	10,000.00	0.00	-100.0%
Stores		9712	21,342.59	0.00	-100.0%
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	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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(362,543.66)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
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		
3) Accounts Receivable		9200	290,267.31		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	273,456.07		
6) Stores		9320	21,342.59		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			232,522.31		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	7,141.57		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	97,743.95		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			104,885.52		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			127,636.79		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	1,466,859.56	1,503,619.00	2.5%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,466,859.56	1,503,619.00	2.5%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	92,346.65	93,703.00	1.5%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			92,346.65	93,703.00	1.5%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	122,502.36	98,364.00	-19.7%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	(4,810.36)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,880.87	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			120,572.87	98,364.00	-18.4%
TOTAL, REVENUES			1,679,779.08	1,695,686.00	0.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
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%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	619,092.79	661,487.00	6.8%
Classified Supervisors' and Administrators' Salaries		2300	71,688.00	76,752.00	7.1%
Clerical, Technical and Office Salaries		2400	29,119.63	45,306.00	55.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			719,900.42	783,545.00	8.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	96,352.33	110,821.00	15.0%
OASDI/Medicare/Alternative		3301-3302	53,176.25	59,402.00	11.7%
Health and Welfare Benefits		3401-3402	97,444.29	88,551.00	-9.1%
Unemployment Insurance		3501-3502	364.05	426.00	17.0%
Workers' Compensation		3601-3602	11,559.72	12,569.00	8.7%
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	15,224.43	10,942.00	-28.1%
TOTAL, EMPLOYEE BENEFITS			274,121.07	282,711.00	3.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	51,268.03	49,880.00	-2.7%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	770,107.39	671,988.00	-12.7%
TOTAL, BOOKS AND SUPPLIES			821,375.42	721,868.00	-12.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,277.59	2,460.00	8.0%
Dues and Memberships		5300	177.00	177.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	13,237.36	14,985.00	13.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,915.66	6,000.00	213.2%
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	21,603.94	27,487.00	27.2%
Communications		5900	0.00	500.00	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			39,211.55	51,609.00	31.6%
CAPITAL OUTLAY					
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%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	97,359.21	95,596.00	-1.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			97,359.21	95,596.00	-1.8%
TOTAL, EXPENDITURES			1,951,967.67	1,935,329.00	-0.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	273,456.07	250,000.00	-8.6%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			273,456.07	250,000.00	-8.6%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	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%
USES					
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%
CONTRIBUTIONS					
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)			273,456.07	250,000.00	-8.6%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,466,859.56	1,503,619.00	2.5%
3) Other State Revenue		8300-8599	92,346.65	93,703.00	1.5%
4) Other Local Revenue		8600-8799	120,572.87	98,364.00	-18.4%
5) TOTAL, REVENUES			1,679,779.08	1,695,686.00	0.9%
B. EXPENDITURES (Objects 1000-7999)					
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		1,751,056.20	1,728,160.00	-1.3%
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		97,359.21	95,596.00	-1.8%
8) Plant Services	8000-8999		103,552.26	111,573.00	7.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,951,967.67	1,935,329.00	-0.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(272,188.59)	(239,643.00)	-12.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	273,456.07	250,000.00	-8.6%
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			273,456.07	250,000.00	-8.6%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,267.48	10,357.00	717.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	126,369.31	127,636.79	1.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			126,369.31	127,636.79	1.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			126,369.31	127,636.79	1.0%
2) Ending Balance, June 30 (E + F1e)			127,636.79	137,993.79	8.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	10,000.00	0.00	-100.0%
Stores		9712	21,342.59	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			96,294.20	137,993.79	43.3%
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			0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	10.47	31,353.06
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	50,042.85	52,428.85
5330	Child Nutrition: Summer Food Service Program Operations	46,237.47	54,208.47
5380	Child Nutrition: School Breakfast Startup	3.41	3.41
Total, Restricted Balance		<u>96,294.20</u>	<u>137,993.79</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	3,706.00	3,706.00	0.0%
5) TOTAL, REVENUES			3,706.00	3,706.00	0.0%
B. EXPENDITURES					
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%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,706.00	3,706.00	0.0%
D. OTHER FINANCING SOURCES/USES					
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,706.00	3,706.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	257,363.23	261,069.23	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			257,363.23	261,069.23	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			257,363.23	261,069.23	1.4%
2) Ending Balance, June 30 (E + F1e)			261,069.23	264,775.23	1.4%
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			0.00	0.00	0.0%
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	261,069.23	264,775.23	1.4%
Reserved for Post Employment Projects	0000	9780	261,069.23		
Reserved for Post Employment Benefits	0000	9780		264,775.23	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	259,130.23		
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		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,939.00		
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) TOTAL, ASSETS			261,069.23		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			261,069.23		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	3,706.00	3,706.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,706.00	3,706.00	0.0%
TOTAL, REVENUES			3,706.00	3,706.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
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%
INTERFUND TRANSFERS OUT					
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%
OTHER SOURCES/USES					
SOURCES					
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%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
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	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	3,706.00	3,706.00	0.0%
5) TOTAL, REVENUES			3,706.00	3,706.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
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%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			3,706.00	3,706.00	0.0%
D. OTHER FINANCING SOURCES/USES					
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%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,706.00	3,706.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	257,363.23	261,069.23	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			257,363.23	261,069.23	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			257,363.23	261,069.23	1.4%
2) Ending Balance, June 30 (E + F1e)					
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	261,069.23	264,775.23	1.4%
Reserved for Post Employment Projects	0000	9780	261,069.23		
Reserved for Post Employment Benefits	0000	9780		264,775.23	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	123,543.00	123,543.00	0.0%
5) TOTAL, REVENUES			123,543.00	123,543.00	0.0%
B. EXPENDITURES					
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	647,390.88	49,419.00	-92.4%
5) Services and Other Operating Expenditures		5000-5999	597,051.65	68,950.00	-88.5%
6) Capital Outlay		6000-6999	1,116,631.95	1,495,297.00	33.9%
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			2,361,074.48	1,613,666.00	-31.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,237,531.48)	(1,490,123.00)	-33.4%
D. OTHER FINANCING SOURCES/USES					
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	1,850.00	0.00	-100.0%
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			1,850.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,235,681.48)	(1,490,123.00)	-33.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,485,974.34	7,250,292.86	-23.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,485,974.34	7,250,292.86	-23.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,485,974.34	7,250,292.86	-23.6%
2) Ending Balance, June 30 (E + F1e)					
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	7,250,292.86	5,760,169.86	-20.6%
Reserved for Building Projects	0000	9780	7,250,292.86		
Reserved for Building Projects	0000	9780		5,760,169.86	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	7,231,356.32		
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		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	62,379.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	13,285.14		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			7,307,020.46		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	45,182.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	11,545.60		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			56,727.60		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			7,250,292.86		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
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	0.00	0.00	0.0%
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%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	123,543.00	123,543.00	0.0%
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			123,543.00	123,543.00	0.0%
TOTAL, REVENUES			123,543.00	123,543.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
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%
EMPLOYEE BENEFITS					
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%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	57,679.44	32,655.00	-43.4%
Noncapitalized Equipment		4400	589,711.44	16,764.00	-97.2%
TOTAL, BOOKS AND SUPPLIES			647,390.88	49,419.00	-92.4%
SERVICES AND OTHER OPERATING EXPENDITURES					
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	3,158.98	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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	593,892.67	68,950.00	-88.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			597,051.65	68,950.00	-88.5%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,035,797.09	1,473,082.00	42.2%
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	80,834.86	22,215.00	-72.5%
TOTAL, CAPITAL OUTLAY			1,116,631.95	1,495,297.00	33.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
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			2,361,074.48	1,613,666.00	-31.7%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	1,850.00	0.00	-100.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
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 Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			1,850.00	0.00	-100.0%
USES					
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%
CONTRIBUTIONS					
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)			1,850.00	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	123,543.00	123,543.00	0.0%
5) TOTAL, REVENUES			123,543.00	123,543.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
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		2,361,074.48	1,613,666.00	-31.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,361,074.48	1,613,666.00	-31.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(2,237,531.48)	(1,490,123.00)	-33.4%
D. OTHER FINANCING SOURCES/USES					
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	1,850.00	0.00	-100.0%
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			1,850.00	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,235,681.48)	(1,490,123.00)	-33.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,485,974.34	7,250,292.86	-23.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,485,974.34	7,250,292.86	-23.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,485,974.34	7,250,292.86	-23.6%
2) Ending Balance, June 30 (E + F1e)			7,250,292.86	5,760,169.86	-20.6%
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					
		9740	0.00	0.00	0.0%
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	7,250,292.86	5,760,169.86	-20.6%
Reserved for Building Projects	0000	9780	7,250,292.86		
Reserved for Building Projects	0000	9780		5,760,169.86	
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	2017-18 Unaudited Actuals	2018-19 Budget
Total, Restricted Balance		<u>0.00</u>	<u>0.00</u>

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	212,747.88	327,211.00	53.8%
5) TOTAL, REVENUES			212,747.88	327,211.00	53.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	39,192.76	40,359.00	3.0%
3) Employee Benefits		3000-3999	11,915.81	9,722.00	-18.4%
4) Books and Supplies		4000-4999	10,615.57	11,750.00	10.7%
5) Services and Other Operating Expenditures		5000-5999	131,520.73	240,380.00	82.8%
6) Capital Outlay		6000-6999	39,961.75	20,000.00	-50.0%
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			233,206.62	322,211.00	38.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(20,458.74)	5,000.00	-124.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	4,221.20	5,000.00	18.4%
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			(4,221.20)	(5,000.00)	18.4%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(24,679.94)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,901,186.41	1,876,506.47	-1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,901,186.41	1,876,506.47	-1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,901,186.41	1,876,506.47	-1.3%
2) Ending Balance, June 30 (E + F1e)					
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	0.00	0.00	0.0%
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	1,876,506.47	1,876,506.47	0.0%
Reserved for Capital Projects	0000	9780	1,876,506.47		
Reserved for Capital Projects	0000	9780		1,876,506.47	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,875,459.86		
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		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	22,275.40		
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) TOTAL, ASSETS			1,897,735.26		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	3,722.45		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	17,506.34		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			21,228.79		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,876,506.47		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER STATE REVENUE					
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	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
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	44,198.08	50,075.00	13.3%
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	27,136.00	27,136.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	141,413.80	250,000.00	76.8%
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			212,747.88	327,211.00	53.8%
TOTAL, REVENUES			212,747.88	327,211.00	53.8%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	39,192.76	40,359.00	3.0%
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			39,192.76	40,359.00	3.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	6,575.00	New
PERS		3201-3202	5,909.59	0.00	-100.0%
OASDI/Medicare/Alternative		3301-3302	2,864.84	586.00	-79.5%
Health and Welfare Benefits		3401-3402	2,165.64	455.00	-79.0%
Unemployment Insurance		3501-3502	19.60	21.00	7.1%
Workers' Compensation		3601-3602	629.44	650.00	3.3%
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	326.70	1,435.00	339.2%
TOTAL, EMPLOYEE BENEFITS			11,915.81	9,722.00	-18.4%
BOOKS AND SUPPLIES					
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	1,000.00	New
Noncapitalized Equipment		4400	10,615.57	10,750.00	1.3%
TOTAL, BOOKS AND SUPPLIES			10,615.57	11,750.00	10.7%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	15,000.00	New
Travel and Conferences		5200	0.00	1,305.00	New
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	4,549.33	13,000.00	185.8%
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	126,971.40	211,075.00	66.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			131,520.73	240,380.00	82.8%
CAPITAL OUTLAY					
Land		6100	0.00	20,000.00	New
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
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	39,961.75	0.00	-100.0%
TOTAL, CAPITAL OUTLAY			39,961.75	20,000.00	-50.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			233,206.62	322,211.00	38.2%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	4,221.20	5,000.00	18.4%
(b) TOTAL, INTERFUND TRANSFERS OUT			4,221.20	5,000.00	18.4%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		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 Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	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%
USES					
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%
CONTRIBUTIONS					
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)			(4,221.20)	(5,000.00)	18.4%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	212,747.88	327,211.00	53.8%
5) TOTAL, REVENUES			212,747.88	327,211.00	53.8%
B. EXPENDITURES (Objects 1000-7999)					
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		111,854.09	147,226.00	31.6%
8) Plant Services	8000-8999		121,352.53	174,985.00	44.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			233,206.62	322,211.00	38.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(20,458.74)	5,000.00	-124.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	4,221.20	5,000.00	18.4%
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			(4,221.20)	(5,000.00)	18.4%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(24,679.94)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,901,186.41	1,876,506.47	-1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,901,186.41	1,876,506.47	-1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,901,186.41	1,876,506.47	-1.3%
2) Ending Balance, June 30 (E + F1e)					
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	1,876,506.47	1,876,506.47	0.0%
Reserved for Capital Projects	0000	9780	1,876,506.47		
Reserved for Capital Projects	0000	9780		1,876,506.47	
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	2017-18 Unaudited Actuals	2018-19 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	501,809.00	1,809.00	-99.6%
5) TOTAL, REVENUES			501,809.00	1,809.00	-99.6%
B. EXPENDITURES					
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	16,459.59	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	134,650.62	150,345.00	11.7%
6) Capital Outlay		6000-6999	42,841.17	6,155.00	-85.6%
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			193,951.38	156,500.00	-19.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			307,857.62	(154,691.00)	-150.2%
D. OTHER FINANCING SOURCES/USES					
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			307,857.62	(154,691.00)	-150.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	226,238.97	534,096.59	136.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			226,238.97	534,096.59	136.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			226,238.97	534,096.59	136.1%
2) Ending Balance, June 30 (E + F1e)					
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	0.00	0.00	0.0%
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	534,096.59	379,405.59	-29.0%
Reserved for Mello Roos Projects	0000	9780	534,096.59		
Reserved for Mello Roos Projects	0000	9780		379,405.59	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	39,324.59		
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		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	500,829.00		
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) TOTAL, ASSETS			540,153.59		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	6,057.00		
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			6,057.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			534,096.59		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
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	0.00	0.00	0.0%
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%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	1,809.00	1,809.00	0.0%
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	500,000.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			501,809.00	1,809.00	-99.6%
TOTAL, REVENUES			501,809.00	1,809.00	-99.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
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%
EMPLOYEE BENEFITS					
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%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	138.73	0.00	-100.0%
Noncapitalized Equipment		4400	16,320.86	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			16,459.59	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	17,625.60	0.00	-100.0%
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	117,025.02	150,345.00	28.5%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			134,650.62	150,345.00	11.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	2,725.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	40,116.17	6,155.00	-84.7%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			42,841.17	6,155.00	-85.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
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			193,951.38	156,500.00	-19.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
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%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
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 Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	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%
USES					
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%
CONTRIBUTIONS					
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	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
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	501,809.00	1,809.00	-99.6%
5) TOTAL, REVENUES			501,809.00	1,809.00	-99.6%
B. EXPENDITURES (Objects 1000-7999)					
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		193,951.38	156,500.00	-19.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			193,951.38	156,500.00	-19.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			307,857.62	(154,691.00)	-150.2%
D. OTHER FINANCING SOURCES/USES					
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%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			307,857.62	(154,691.00)	-150.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	226,238.97	534,096.59	136.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			226,238.97	534,096.59	136.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			226,238.97	534,096.59	136.1%
2) Ending Balance, June 30 (E + F1e)					
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	534,096.59	379,405.59	-29.0%
Reserved for Mello Roos Projects	0000	9780	534,096.59		
Reserved for Mello Roos Projects	0000	9780		379,405.59	
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	2017-18 Unaudited Actuals	2018-19 Budget
Total, Restricted Balance		0.00	0.00

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA 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)	3,468.18	3,468.18	3,468.18	3,468.18	3,468.18	3,468.18
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA 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)						
3. Total Basic Aid Open Enrollment Regular ADA 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)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,468.18	3,468.18	3,468.18	3,468.18	3,468.18	3,468.18
5. District Funded County Program ADA						
a. County Community Schools	5.00	5.00	5.00	5.00	5.00	5.00
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]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	5.00	5.00	5.00	5.00	5.00	5.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,473.18	3,473.18	3,473.18	3,473.18	3,473.18	3,473.18
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
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)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
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]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults In Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
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.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
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)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
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. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
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)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
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. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	3,885,138.00		3,885,138.00			3,885,138.00
Work in Progress	550,481.00		550,481.00	1,246,932.31		1,797,413.31
Total capital assets not being depreciated	4,435,619.00	0.00	4,435,619.00	1,246,932.31	0.00	5,682,551.31
Capital assets being depreciated:						
Land Improvements	29,808.00		29,808.00			29,808.00
Buildings	57,805,823.00		57,805,823.00			57,805,823.00
Equipment	3,203,042.06		3,203,042.06	196,887.00	185,476.00	3,214,453.06
Total capital assets being depreciated	61,038,673.06	0.00	61,038,673.06	196,887.00	185,476.00	61,050,084.06
Accumulated Depreciation for:						
Land Improvements	(3,897.00)	(2,980.00)	(6,877.00)			(6,877.00)
Buildings	(35,303,539.00)	(4,030,022.00)	(39,333,561.00)	1,854,239.00		(37,479,322.00)
Equipment	(2,111,227.00)	(250,558.00)	(2,361,785.00)	144,624.00		(2,217,161.00)
Total accumulated depreciation	(37,418,663.00)	(4,283,560.00)	(41,702,223.00)	1,998,863.00	0.00	(39,703,360.00)
Total capital assets being depreciated, net	23,620,010.06	(4,283,560.00)	19,336,450.06	2,195,750.00	185,476.00	21,346,724.06
Governmental activity capital assets, net	28,055,629.06	(4,283,560.00)	23,772,069.06	3,442,682.31	185,476.00	27,029,275.37
Business-Type Activities:						
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	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

Unaudited Actuals
FINANCIAL REPORTS
2017-18 Unaudited Actuals
Summary of Unaudited Actual Data Submission

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)	60.02%
	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 2019-20 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$24,705,485.41
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$24,705,485.41
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2019-20, subject to CDE approval.	6.40%

2017-18 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME	Title I	PI 94-142	PL 94-142 Privatley Placed Preschool	Federal Preschool	Federal Preschool	Federal Mental Health	Title II
FEDERAL CATALOG NUMBER							
RESOURCE CODE	3010	3310	3311	3315	3320	3327	4035
REVENUE OBJECT	8290	8181	8181	8182	8182	8182	8290
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Carryover	272,386.99		3,931.00				6,093.62
2. a. Current Year Award	1,246,654.00	651,671.00	1,414.00	36,708.00	110,825.00	39,136.00	161,296.00
b. Transferability (ESSA)					40,142.00		208.00
c. Other Adjustments							
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	1,246,654.00	651,671.00	1,414.00	36,708.00	150,967.00	39,136.00	161,504.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2d, & 3)	1,519,040.99	651,671.00	5,345.00	36,708.00	150,967.00	39,136.00	167,597.62
REVENUES							
5. Unearned Revenue Deferred from Prior Year	320.07			25,555.00			6,093.62
6. Cash Received in Current Year	1,317,694.92		328.00		90,389.00	26,659.00	123,282.00
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	1,318,014.99	0.00	328.00	25,555.00	90,389.00	26,659.00	129,375.62
EXPENDITURES							
9. Donor-Authorized Expenditures	1,358,020.46	651,671.00	808.06	36,708.00	122,227.95	36,684.21	119,862.93
10. Non Donor-Authorized Expenditures							
11. Total Expenditures (lines 9 & 10)	1,358,020.46	651,671.00	808.06	36,708.00	122,227.95	36,684.21	119,862.93
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(40,005.47)	(651,671.00)	(480.06)	(11,153.00)	(31,838.95)	(10,025.21)	9,512.69
a. Unearned Revenue							9,512.69
b. Accounts Payable							
c. Accounts Receivable	40,005.47	651,671.00	480.06	11,153.00	31,838.95	10,317.31	
14. Unused Grant Award Calculation (line 4 minus line 9)	161,020.53	0.00	4,536.94	0.00	28,739.05	2,451.79	47,734.69
15. If Carryover is allowed, enter line 14 amount here	161,020.53		4,536.94		28,739.05		47,734.69
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	1,358,020.46	651,671.00	808.06	36,708.00	122,227.95	36,976.31	119,862.93

2017-18 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME	Title III	Title III	TOTAL
FEDERAL CATALOG NUMBER			
RESOURCE CODE	4201	4203	
REVENUE OBJECT			
LOCAL DESCRIPTION (if any)			
AWARD			
1. Prior Year Carryover		41,058.78	323,470.39
2. a. Current Year Award	2,475.00	77,460.00	2,327,639.00
b. Transferability (ESSA)	176.00		40,526.00
c. Other Adjustments			0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	2,651.00	77,460.00	2,368,165.00
3. Required Matching Funds/Other			0.00
4. Total Available Award (sum lines 1, 2d, & 3)	2,651.00	118,518.78	2,691,635.39
REVENUES			
5. Unearned Revenue Deferred from Prior Year	0.00	9,205.78	41,174.47
6. Cash Received in Current Year	1,238.00	67,597.00	1,627,187.92
7. Contributed Matching Funds			0.00
8. Total Available (sum lines 5, 6, & 7)	1,238.00	76,802.78	1,668,362.39
EXPENDITURES			
9. Donor-Authorized Expenditures	1,008.61	85,310.13	2,412,301.35
10. Non Donor-Authorized Expenditures			0.00
11. Total Expenditures (lines 9 & 10)	1,008.61	85,310.13	2,412,301.35
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)	229.39	(8,507.35)	(743,938.96)
a. Unearned Revenue	229.39		9,742.08
b. Accounts Payable			0.00
c. Accounts Receivable		8,507.35	753,973.14
14. Unused Grant Award Calculation (line 4 minus line 9)	1,642.39	33,208.65	279,334.04
15. If Carryover is allowed, enter line 14 amount here		33,208.65	275,239.86
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	1,008.61	85,310.13	2,412,593.45

2017-18 Unaudited Actuals
STATE GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

STATE PROGRAM NAME	ASES	TOTAL
RESOURCE CODE	6010	
REVENUE OBJECT	8590	
LOCAL DESCRIPTION (if any)		
AWARD		
1. Prior Year Carryover	2.52	2.52
2. a. Current Year Award	365,159.00	365,159.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	365,159.00	365,159.00
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1, 2c, & 3)	365,161.52	365,161.52
REVENUES		
5. Unearned Revenue Deferred from Prior Year		0.00
6. Cash Received in Current Year	328,643.41	328,643.41
7. Contributed Matching Funds		0.00
8. Total Available (sum lines 5, 6, & 7)	328,643.41	328,643.41
EXPENDITURES		
9. Donor-Authorized Expenditures	365,159.34	365,159.34
10. Non Donor-Authorized Expenditures		0.00
11. Total Expenditures (lines 9 & 10)	365,159.34	365,159.34
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)	(36,515.93)	(36,515.93)
a. Unearned Revenue		0.00
b. Accounts Payable		0.00
c. Accounts Receivable	36,515.59	36,515.59
14. Unused Grant Award Calculation (line 4 minus line 9)	2.18	2.18
15. If Carryover 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)	365,159.00	365,159.00

2017-18 Unaudited Actuals
LOCAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

LOCAL PROGRAM NAME		TOTAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
1. Prior Year Carryover		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
REVENUES		
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
EXPENDITURES		
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
15. If Carryover 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

2017-18 Unaudited Actuals
FEDERAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

FEDERAL PROGRAM NAME	Medi-Cal Billing	Race to the Top	TOTAL
FEDERAL CATALOG NUMBER			
RESOURCE CODE	5640	5838	
REVENUE OBJECT	8290	8290	
LOCAL DESCRIPTION (if any)			
AWARD			
1. Prior Year Restricted Ending Balance	101,883.67		101,883.67
2. a. Current Year Award	116,686.29	459,837.12	576,523.41
b. Other Adjustments			0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	116,686.29	459,837.12	576,523.41
3. Required Matching Funds/Other			0.00
4. Total Available Award (sum lines 1, 2c, & 3)	218,569.96	459,837.12	678,407.08
REVENUES			
5. Cash Received in Current Year	115,309.28	459,837.12	575,146.40
6. Amounts Included in Line 5 for Prior Year Adjustments			0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	1,377.01	0.00	1,377.01
b. Noncurrent Accounts Receivable			0.00
c. Current Accounts Receivable (line 7a minus line 7b)	1,377.01	0.00	1,377.01
8. Contributed Matching Funds			0.00
9. Total Available (sum lines 5, 7c, & 8)	116,686.29	459,837.12	576,523.41
EXPENDITURES			
10. Donor-Authorized Expenditures	119,332.40	459,837.12	579,169.52
11. Non Donor-Authorized Expenditures			0.00
12. Total Expenditures (line 10 plus line 11)	119,332.40	459,837.12	579,169.52
RESTRICTED ENDING BALANCE			
13. Current Year (line 4 minus line 10)	99,237.56	0.00	99,237.56

2017-18 Unaudited Actuals
STATE AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	CA Clean Energy Jobs Act	Educator Effectiveness	Lottery IMF	CAASPP	Routine Repair	TOTAL
RESOURCE CODE	6230	6264	6300	7828	8150	
REVENUE OBJECT	8590	8590	8560	8590	8980	
LOCAL DESCRIPTION (if any)						
AWARD						
1. Prior Year Restricted Ending Balance	547,325.25	139,469.01	16,567.24		320,483.60	1,023,845.10
2. a. Current Year Award	200,847.00		173,232.00	10,297.64		384,376.64
b. Other Adjustments			24,523.29			24,523.29
c. Adj Curr Yr Award (sum lines 2a & 2b)	200,847.00	0.00	197,755.29	10,297.64	0.00	408,899.93
3. Required Matching Funds/Other					1,212,502.00	1,212,502.00
4. Total Available Award (sum lines 1, 2c, & 3)	748,172.25	139,469.01	214,322.53	10,297.64	1,532,985.60	2,645,247.03
REVENUES						
5. Cash Received in Current Year	200,847.00		145,149.42	10,297.64		356,294.06
6. Amounts Included in Line 5 for Prior Year Adjustments						0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	52,605.87	0.00	0.00	52,605.87
b. Noncurrent Accounts Receivable						0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	52,605.87	0.00	0.00	52,605.87
8. Contributed Matching Funds					1,212,502.00	1,212,502.00
9. Total Available (sum lines 5, 7c, & 8)	200,847.00	0.00	197,755.29	10,297.64	1,212,502.00	1,621,401.93
EXPENDITURES						
10. Donor-Authorized Expenditures	97,923.86	139,469.01	146,395.58	6,815.52	1,209,937.74	1,600,541.71
11. Non Donor-Authorized Expenditures						0.00
12. Total Expenditures (line 10 plus line 11)	97,923.86	139,469.01	146,395.58	6,815.52	1,209,937.74	1,600,541.71
RESTRICTED ENDING BALANCE						
13. Current Year (line 4 minus line 10)	650,248.39	0.00	67,926.95	3,482.12	323,047.86	1,044,705.32

2017-18 Unaudited Actuals
LOCAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	Special Education	Special Education Mental Health	Other State	Science Lab-VO Title V District	BTSA	NASA	CALLI
RESOURCE CODE	6500	6512	7810	9010	9110	9154	9156
REVENUE OBJECT	8792	8590		8590	8590	8699	8699
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Restricted Ending Balance	8,548.93	229,854.17	256.86	527.50	3,158.76	2,500.00	4,088.20
2. a. Current Year Award	3,095,433.45	266,365.00				10,900.00	10,000.00
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	3,095,433.45	266,365.00	0.00	0.00	0.00	10,900.00	10,000.00
3. Required Matching Funds/Other	1,437,063.62						
4. Total Available Award (sum lines 1, 2c, & 3)	4,541,046.00	496,219.17	256.86	527.50	3,158.76	13,400.00	14,088.20
REVENUES							
5. Cash Received in Current Year		199,774.00				10,900.00	10,000.00
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	3,095,433.45	66,591.00	0.00	0.00	0.00	0.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	3,095,433.45	66,591.00	0.00	0.00	0.00	0.00	0.00
8. Contributed Matching Funds	1,437,063.62						
9. Total Available (sum lines 5, 7c, & 8)	4,532,497.07	266,365.00	0.00	0.00	0.00	10,900.00	10,000.00
EXPENDITURES							
10. Donor-Authorized Expenditures	4,541,046.00	297,081.43		301.00	3,158.76	11,638.85	8,492.75
11. Non Donor-Authorized Expenditures							
12. Total Expenditures (line 10 plus line 11)	4,541,046.00	297,081.43	0.00	301.00	3,158.76	11,638.85	8,492.75
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	0.00	199,137.74	256.86	226.50	0.00	1,761.15	5,595.45

2017-18 Unaudited Actuals
LOCAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	Central Valley Foundation	Microsoft Voucher	First 5	GHALEP	Galt Schools JPA	MAA	Migrant Ed
RESOURCE CODE	9185	9323	9328	9352	9353	9470	9590
REVENUE OBJECT	8699	8699	8699	8699	8699	8290	8699
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Restricted Ending Balance	1.57			4,366.07			26,913.19
2. a. Current Year Award	197,977.80	6,633.70	312,120.00	6,421.00	12,783.35	29,941.00	144,171.10
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	197,977.80	6,633.70	312,120.00	6,421.00	12,783.35	29,941.00	144,171.10
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2c, & 3)	197,979.37	6,633.70	312,120.00	10,787.07	12,783.35	29,941.00	171,084.29
REVENUES							
5. Cash Received in Current Year	197,977.80	6,633.70	205,557.94	6,421.00		29,941.00	75,020.33
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	106,562.06	0.00	12,783.35	0.00	69,150.77
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	106,562.06	0.00	12,783.35	0.00	69,150.77
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	197,977.80	6,633.70	312,120.00	6,421.00	12,783.35	29,941.00	144,171.10
EXPENDITURES							
10. Donor-Authorized Expenditures	189,145.21	6,633.70	312,120.00	3,635.00	12,783.35	29,941.00	144,171.10
11. Non Donor-Authorized Expenditures							
12. Total Expenditures (line 10 plus line 11)	189,145.21	6,633.70	312,120.00	3,635.00	12,783.35	29,941.00	144,171.10
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	8,834.16	0.00	0.00	7,152.07	0.00	0.00	26,913.19

2017-18 Unaudited Actuals
LOCAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	Next Generation Science Standards	Murphy Memorial	Non Agency	Student Mental Health	Visiting Educator	Wells Fargo	TOTAL
RESOURCE CODE	9593	9595	9600	9841	9890	9895	
REVENUE OBJECT	8699	8699	8689	8699	8699	8699	
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Restricted Ending Balance		2,353.31		2,722.08	3,626.53	1,136.08	290,053.25
2. a. Current Year Award	142,092.64	36.53	5,737.75	9,885.00	73,348.69		4,323,847.01
b. Other Adjustments							0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	142,092.64	36.53	5,737.75	9,885.00	73,348.69	0.00	4,323,847.01
3. Required Matching Funds/Other							1,437,063.62
4. Total Available Award (sum lines 1, 2c, & 3)	142,092.64	2,389.84	5,737.75	12,607.08	76,975.22	1,136.08	6,050,963.88
REVENUES							
5. Cash Received in Current Year	7,042.03	36.53	3,108.50		33,818.15		786,230.98
6. Amounts Included in Line 5 for Prior Year Adjustments							0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	135,050.61	0.00	2,629.25	9,885.00	39,530.54	0.00	3,537,616.03
b. Noncurrent Accounts Receivable							0.00
c. Current Accounts Receivable (line 7a minus line 7b)	135,050.61	0.00	2,629.25	9,885.00	39,530.54	0.00	3,537,616.03
8. Contributed Matching Funds							1,437,063.62
9. Total Available (sum lines 5, 7c, & 8)	142,092.64	36.53	5,737.75	9,885.00	73,348.69	0.00	5,760,910.63
EXPENDITURES							
10. Donor-Authorized Expenditures	142,092.64	150.00	5,737.75	12,606.24	73,348.69		5,794,083.47
11. Non Donor-Authorized Expenditures							0.00
12. Total Expenditures (line 10 plus line 11)	142,092.64	150.00	5,737.75	12,606.24	73,348.69	0.00	5,794,083.47
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	0.00	2,239.84	0.00	0.84	3,626.53	1,136.08	256,880.41

ART 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.
000 - Certificated Salaries	18,894,331.56	301	96,513.44	303	18,797,818.12	305	138,043.16		307	18,659,774.96	307
000 - Classified Salaries	7,175,141.60	311	12,000.67	313	7,163,140.93	315	993,973.33		317	6,169,167.60	317
000 - Employee Benefits	8,752,182.33	321	248,508.11	323	8,503,674.22	325	345,236.04		327	8,158,438.18	327
000 - Books, Supplies, Equip Replace. (6500)	2,836,255.01	331	1,127.81	333	2,835,127.20	335	656,601.40		337	2,178,525.80	337
000 - Services . . . & 300 - Indirect Costs	3,901,155.08	341	11,248.58	343	3,889,906.50	345	718,705.65		347	3,171,200.85	347
TOTAL					41,189,666.97	365			TOTAL	38,337,107.39	365

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	15,526,696.03
2. Salaries of Instructional Aides Per EC 41011.		2100	1,915,572.80
3. STRS.		3101 & 3102	3,458,703.65
4. PERS.		3201 & 3202	247,067.76
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	429,376.37
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	1,172,605.66
7. Unemployment Insurance.		3501 & 3502	9,134.81
8. Workers' Compensation Insurance.		3601 & 3602	289,229.39
9. OPEB, Active Employees (EC 41372).		3751 & 3752	0.00
10. Other Benefits (EC 22310).		3901 & 3902	136,470.24
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			23,184,856.71
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).			175,076.70
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			
14. TOTAL SALARIES AND BENEFITS.			23,009,780.01
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.			60.02%
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)	60.02%
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).	38,337,107.39
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	15,618,684.00	1,128,978.00	16,747,662.00	355,201.00	565,000.00	16,537,863.00	1,030,000.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable	137,581.00	(30,434.00)	107,147.00		39,805.63	67,341.37	39,805.00
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	423,881.00		423,881.00		105,970.00	317,911.00	105,970.00
Net Pension Liability		38,789,082.00	38,789,082.00			38,789,082.00	
Total/Net OPEB Liability	2,300,175.00	286,729.00	2,586,904.00			2,586,904.00	
Compensated Absences Payable	122,674.00		122,674.00	131,983.66	122,674.00	131,983.66	131,983.66
Governmental activities long-term liabilities	18,602,995.00	40,174,355.00	58,777,350.00	487,184.66	833,449.63	58,431,085.03	1,307,758.66
Business-Type Activities:							
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	
Capital 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	
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			2017-18 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	41,998,737.43
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	2,991,470.87
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	131,447.42
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	107,683.78
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	42,867.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	273,456.07
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	21,657.60
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)				577,111.87
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	272,188.59
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)				38,702,343.28

		2017-18 Annual ADA/ Exps. Per ADA
Section II - Expenditures Per ADA		
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		3,473.18
B. Expenditures per ADA (Line I.E divided by Line II.A)		11,143.20
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.)	37,293,477.16	10,704.98
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	37,293,477.16	10,704.98
B. Required effort (Line A.2 times 90%)	33,564,129.44	9,634.48
C. Current year expenditures (Line I.E and Line II.B)	38,702,343.28	11,143.20
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
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.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2019-20 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2016-17 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2016-17 Actual			2017-18 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	23,731,369.64		23,731,369.64			24,705,485.41
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	3,459.44		3,459.44			3,473.18
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2016-17			Adjustments to 2017-18		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
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)						
B. CURRENT YEAR GANN ADA (2017-18 data should tie to Principal Apportionment Software Attendance reports and Include ADA for charter schools reporting with the district)	2017-18 P2 Report			2018-19 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	3,473.18		3,473.18	3,473.18		3,473.18
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)			3,473.18			3,473.18
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2017-18 Actual			2018-19 Budget		
1. Homeowners' Exemption (Object 8021)	35,305.19		35,305.19	32,834.00		32,834.00
2. Timber Yield Tax (Object 8022)	0.36		0.36	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)	3,115,331.29		3,115,331.29	3,065,395.00		3,065,395.00
5. Unsecured Roll Taxes (Object 8042)	114,606.82		114,606.82	99,497.00		99,497.00
6. Prior Years' Taxes (Object 8043)	74,985.99		74,985.99	23,419.00		23,419.00
7. Supplemental Taxes (Object 8044)	179,146.80		179,146.80	187,735.00		187,735.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,198,403.77		2,198,403.77	1,901,844.00		1,901,844.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	933.66		933.66	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	194,630.85		194,630.85	130,402.00		130,402.00
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)	5,913,344.73	0.00	5,913,344.73	5,441,126.00	0.00	5,441,126.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
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)	5,913,344.73	0.00	5,913,344.73	5,441,126.00	0.00	5,441,126.00

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			379,534.96			402,345.00
OTHER EXCLUSIONS						
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)			379,534.96			402,345.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	24,242,228.09		24,242,228.09	26,097,364.00		26,097,364.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(21,281.60)		(21,281.60)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	24,220,946.49	0.00	24,220,946.49	26,097,364.00	0.00	26,097,364.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	39,580,441.01		39,580,441.01	40,391,656.00		40,391,656.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	54,418.97		54,418.97	80,060.00		80,060.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			23,731,369.64			24,705,485.41
2. Inflation Adjustment			1,0369			1,0367
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0040			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			24,705,485.41			25,612,176.72
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			5,913,344.73			5,441,126.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			416,781.60			416,781.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			19,171,675.64			20,573,395.72
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			19,171,675.64			20,573,395.72
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			34,536.77			51,665.60
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			5,947,881.50			5,492,791.60
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			19,137,138.87			20,521,730.12
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			5,947,881.50			
b. State Subventions (Line D8)			19,137,138.87			
c. Less: Excluded Appropriations (Line C23)			379,534.96			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			24,705,485.41			

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 payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) 1,594,015.61
(Functions 7200-7700, goals 0000 and 9000)
- 2. Contracted general administrative positions not paid through payroll _____
 - 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 payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) 33,015,355.35
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000)

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) 4.83%

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)	1,521,557.24
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	752,402.41
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	22,725.00
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)	145,644.59
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	0.00
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	2,442,329.24
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	167,134.77
9. Carry-Forward Adjustment (Part IV, Line F)	2,609,464.01
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	26,938,812.43

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	5,554,377.92
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	2,260,294.22
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	15,588.37
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	134,473.65
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	6,700.25
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	608,114.66
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	0.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	23,084.14
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)	12,843.00
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)	2,869,771.36
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)	0.00
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	0.00
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. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	501,950.44
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	1,854,608.46
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	40,780,618.90
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	26,938,812.43

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs)
 (Line A8 divided by Line B18) 5.99%

D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2019-20 see www.cde.ca.gov/fg/ac/ic)
 (Line A10 divided by Line B18) 6.40%

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.

A. Indirect costs Incurred in the current year (Part III, Line A8)	<u>2,442,329.24</u>
B. Carry-forward adjustment from prior year(s)	<u>298,062.58</u>
1. Carry-forward adjustment from the second prior year	<u>0.00</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (6.31%) times Part III, Line B18); zero if negative	<u>167,134.77</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (6.31%) times Part III, Line B18) or (the highest rate used to recover costs from any program (6.31%) times Part III, Line B18); zero if positive	<u>0.00</u>
	<u>167,134.77</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	
E. Optional allocation of negative carry-forward adjustment over more than one year	
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:	<u>not applicable</u>
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:	<u>not applicable</u>
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:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>167,134.77</u>

Approved indirect cost rate: 6.31%
Highest rate used in any program: 6.31%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	1,276,212.49	80,529.01	6.31%
01	3310	613,650.12	38,020.88	6.20%
01	3311	760.80	47.26	6.21%
01	3315	34,529.12	2,178.88	6.31%
01	3320	114,973.14	7,254.81	6.31%
01	3327	34,506.83	2,177.38	6.31%
01	4035	112,748.50	7,114.43	6.31%
01	4203	83,637.38	1,672.75	2.00%
01	5810	399,198.52	13,690.08	3.43%
01	6010	323,253.87	16,162.70	5.00%
01	6010	323,253.87	16,162.70	5.00%
01	6512	279,448.25	17,633.18	6.31%
01	8150	815,742.37	51,473.34	6.31%
01	9010	913,770.55	39,970.03	4.37%
01	9010	913,770.55	296.77	6.31%
12	6052	4,703.23	27,239.15	6.31%
12	6105	431,615.62	3,170.00	6.31%
12	6127	50,230.00	90,685.86	5.25%
13	5310	1,727,339.23	5,199.08	5.25%
13	5320	99,030.16	1,474.27	5.22%
13	5330	28,239.07		

Unaudited Actuals
 2017-18 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
AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	441,443.29		16,567.24	458,010.53
2. State Lottery Revenue	8560	550,916.34		197,755.29	748,671.63
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)		992,359.63	0.00	214,322.53	1,206,682.16
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	0.00			0.00
2. Classified Salaries	2000-2999	257,466.66			257,466.66
3. Employee Benefits	3000-3999	94,543.75			94,543.75
4. Books and Supplies	4000-4999	294,945.50		146,320.58	441,266.08
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	246,488.25			246,488.25
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	18,511.98			18,511.98
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)		911,956.14	0.00	146,320.58	1,058,276.72
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	80,403.49	0.00	68,001.95	148,405.44
D. COMMENTS:					

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.

Unaudited Actuals
2017-18
General Fund 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)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	857,033.70	634,330.32	3,001,600.61	1,306,273.90	3,423,488.65	0.00	406,187.52
B. Enter Allocation Factor(s) by Goal: (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)
Instructional Goals Description							
0001 Pre-Kindergarten	0.89	0.89	0.89	0.89	0.96	0.96	
1110 Regular Education, K-12	155.35	155.35	155.35	155.35	172.58	172.58	276.00
3100 Alternative Schools							
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					2.00	2.00	
4760 Bilingual							
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	35.50	35.50	35.50	35.50	33.76	33.76	35.00
6000 ROC/P							
Other Goals Description							
7110 Nonagency - Educational	2.00	2.00	2.00	2.00	2.00	2.00	
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
Other Funds Description							
-- Adult Education (Fund 11)					5.04	5.04	
-- Child Development (Fund 12)	4.11	4.11	4.11	4.11			
-- Cafeteria (Funds 13 & 61)					216.34	216.34	311.00
C. Total Allocation Factors	197.85	197.85	197.85	197.85			

Unaudited Actuals
2017-18
General Fund and Charter Schools Funds
Program Cost Report

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			
Instructional Goals							385,903.95
0001	Pre-Kindergarten	318,713.58	41,278.63	359,992.21	25,911.74		31,127,743.10
1110	Regular Education, K-12	21,392,663.83	7,644,989.08	29,037,652.91	2,090,090.19		0.00
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		821,585.99
4760	Bilingual	734,770.98	31,649.15	766,420.13	55,165.86		110,299.16
4850	Migrant Education	102,893.06	0.00	102,893.06	7,406.10		8,628,673.96
5000-5999	Special Education	6,428,795.83	1,620,500.86	8,049,296.69	579,377.27		0.00
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		99,099.84
Other Goals							13,703.48
7110	Nonagency - Educational	2,174.00	90,271.72	92,445.72	6,654.12		144,152.88
7150	Nonagency - Other	12,783.35	0.00	12,783.35	920.13		0.00
8100	Community Services	134,473.65	0.00	134,473.65	9,679.23		0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		982.83
Other Costs							6,700.25
----	Food Services					982.83	982.83
----	Enterprise					6,700.25	6,700.25
----	Facilities Acquisition & Construction					0.00	0.00
----	Other Outgo					403,698.07	403,698.07
Other Funds							384,259.06
----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		200,225.26	200,225.26	184,033.80		384,259.06
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(128,065.13)		(128,065.13)
----	Total General Fund and Charter Schools Funds Expenditures	29,127,268.28	9,628,914.70	38,756,182.98	2,831,173.31	411,381.15	41,998,737.44

Unaudited Actuals
2017-18
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
Instructional Goals													
0001	Pre-Kindergarten	261,677.17	239.99	0.00	734.35	51,169.94	0.00	0.00			4,892.13	0.00	318,713.58
1110	Regular Education, K-12	20,618,751.67	658,865.72	5,151.94	14,341.72	59,964.41	0.00	15,588.37			20,000.00	0.00	21,392,663.83
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	466,168.57	67,869.45	5,149.19	194,887.28	581.32	0.00	0.00			115.17	0.00	734,770.98
4850	Migrant Education	73,893.74	0.00	606.81	16,135.88	0.00	10,904.60	0.00			1,352.03	0.00	102,893.06
5000-5999	Special Education	5,713,218.74	144,546.84	15.69	3,021.22	173,403.29	394,590.05	0.00			0.00	0.00	6,428,795.83
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	0.00	2,174.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,174.00
7150	Nonagency - Other	0.00	12,783.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,783.35
8100	Community Services		0.00	0.00	0.00	0.00	0.00	0.00	134,473.65	0.00	0.00	0.00	134,473.65
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
									134,473.65	0.00	26,359.33	0.00	29,127,268.28
Total Direct Charged Costs		27,133,709.89	886,479.35	10,923.63	229,120.45	285,118.96	405,494.65	15,588.37	134,473.65	0.00	26,359.33	0.00	29,127,268.28

* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals
2017-18
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	
Instructional Goals					
0001	Pre-Kindergarten	26,087.04	15,191.59	0.00	41,278.63
1110	Regular Education, K-12	4,553,508.75	2,731,005.23	360,475.10	7,644,989.08
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	31,649.15	0.00	31,649.15
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	1,040,550.77	534,237.67	45,712.42	1,620,500.86
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	58,622.57	31,649.15	0.00	90,271.72
7150	Nonagency - Other	0.00	0.00	0.00	0.00
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
Other Funds					
--	Adult Education (Fund 11)		0.00		0.00
--	Child Development (Fund 12)	120,469.40	79,755.86	0.00	200,225.26
--	Cafeteria (Funds 13 and 61)		0.00		0.00
Total Allocated Support Costs		5,799,238.53	3,423,488.65	406,187.52	9,628,914.70

Unaudited Actuals
2017-18
Program Cost Report
Schedule of Central Administration Costs (CAC)

A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	608,114.66
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	22,725.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	1,544,641.38
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	783,757.39
5	Total Central Administration Costs in General Fund and Charter Schools Funds	2,959,238.43
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	29,127,268.28
2	Total Allocated Costs (from Form PCR, Column 2, Total)	9,628,914.70
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	38,756,182.98
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	501,950.44
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	1,854,608.46
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	2,356,558.90
D. Total Direct Charged and Allocated Costs (B3 + C5)		41,112,741.88
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		7.20%

Unaudited Actuals
2017-18
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 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	982.83				982.83
Enterprise (Objects 1000-5999, 6400, and 6500)		6,700.25			6,700.25
Facilities Acquisition & Construction (Objects 1000-6500)			0.00		0.00
Other Outgo (Objects 1000-7999)				403,698.07	403,698.07
Total Other Costs	982.83	6,700.25	0.00	403,698.07	411,381.15



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: August 22, 2018	Agenda Item: 171.922 Board Consideration of Approval of Resolution #1: 2018-19 GANN Limit
Presenter: Lois Yount	Action Item: XX Information Item:

Attached is Resolution #1-GANN Limit and supporting information. This is a routine resolution and declares that the appropriations in the 2018-19 budget do not exceed the limitations imposed by Proposition 4 and that the GANN Limit recalculation for the 2017-18 fiscal year and the GANN Limit calculations for the 2018-19 are made in accordance with applicable constitutional and statutory law.

Board approval is recommended.

Please see attached information.

GALT JOINT UNION SCHOOL DISTRICT

RESOLUTION NO.1 (2018-19)

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 2017-18 fiscal year and a projected Gann limit for the 2018-19 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 2017-18 and the 2018-19 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 2017-18 and 2018-19 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 School District of Sacramento County, California, have hereunto set our hand this 22nd day of August 2018.

Board of Education

President

Clerk

Member

Member

Member

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2016-17 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2016-17 Actual			2017-18 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	23,731,369.64		23,731,369.64			24,705,485.41
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	3,459.44		3,459.44			3,473.18
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2016-17			Adjustments to 2017-18		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
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)						
B. CURRENT YEAR GANN ADA (2017-18 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2017-18 P2 Report			2018-19 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	3,473.18		3,473.18	3,473.18		3,473.18
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)			3,473.18			3,473.18
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2017-18 Actual			2018-19 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	35,305.19		35,305.19	32,834.00		32,834.00
2. Timber Yield Tax (Object 8022)	0.36		0.36	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)	3,115,331.29		3,115,331.29	3,065,395.00		3,065,395.00
5. Unsecured Roll Taxes (Object 8042)	114,606.82		114,606.82	99,497.00		99,497.00
6. Prior Years' Taxes (Object 8043)	74,985.99		74,985.99	23,419.00		23,419.00
7. Supplemental Taxes (Object 8044)	179,146.80		179,146.80	187,735.00		187,735.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,198,403.77		2,198,403.77	1,901,844.00		1,901,844.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	933.66		933.66	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	194,630.85		194,630.85	130,402.00		130,402.00
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)	5,913,344.73	0.00	5,913,344.73	5,441,126.00	0.00	5,441,126.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
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)	5,913,344.73	0.00	5,913,344.73	5,441,126.00	0.00	5,441,126.00

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			379,534.96			402,345.00
OTHER EXCLUSIONS						
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)			379,534.96			402,345.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	24,242,228.09		24,242,228.09	26,097,364.00		26,097,364.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(21,281.60)		(21,281.60)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	24,220,946.49	0.00	24,220,946.49	26,097,364.00	0.00	26,097,364.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	39,580,441.01		39,580,441.01	40,391,656.00		40,391,656.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	54,418.97		54,418.97	80,060.00		80,060.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT			2017-18 Actual			2018-19 Budget
1. Revised Prior Year Program Limit (Lines A1 plus A6)			23,731,369.64			24,705,485.41
2. Inflation Adjustment			1,036.9			1,036.7
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0040			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			24,705,485.41			25,612,176.72
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			5,913,344.73			5,441,126.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			416,781.60			416,781.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			19,171,675.64			20,573,395.72
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			19,171,675.64			20,573,395.72
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			34,536.77			51,665.60
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			5,947,881.50			5,492,791.60
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			19,137,138.87			20,521,730.12
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			5,947,881.50			
b. State Subventions (Line D8)			19,137,138.87			
c. Less: Excluded Appropriations (Line C23)			379,534.96			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			24,705,485.41			

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero) If not zero report amount to: Michael Cohen, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
Summary						
11. Adjusted Appropriations Limit (Lines D4 plus D10)			24,705,485.41			25,612,176.72
12. Appropriations Subject to the Limit (Line D9d)			24,705,485.41			

* Please provide below an explanation for each entry in the adjustments column.

Lols Yount
Gann Contact Person

209-744-4545
Contact Phone Number



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: August 22, 2018	Agenda Item: 171.923 Board Consideration of Approval of Re-Certification Work at Vernon E. Greer Elementary School
Presenter: Lois Yount	Action Item: XX Information Item:

There are repairs required at Greer Elementary School for the Division of State Architect (DSA) re-certification. These repairs are needed to closeout previous DSA applications and open new DSA applications for future modernization projects. Project closeout is the process that DSA uses to determine that the constructed project complies with the codes and regulations governing school construction.

This summer, F & H Construction has been completing these repairs as outlined by Derivi Castillanos Architects' (DCA). Repairs will be completed by the end of August. Included is the scope of work and projected costs.



DATE: July 31, 2018

SUBMITTING TO: Galt Joint Union Elementary School District

ATTENTION: Lois Yount
lyount@galt.k12.ca.us
209-744-4545 EXT. 311

RE: Vernon Greer Elementary School, Galt, CA – Re-Certification Work, Summer 2018

F&H Construction proposes to perform the following scope of work as requested by the District thus:

- Complete repairs to the school required for the DSA re-recertification as listed on Derivi Castllanos Architects' (DCA) Greer Elementary Re-Certification list namely:
 1. A6 - Add seismic restraints to all light fixtures.
 2. B6 - Remove door from shear wall and infill resulting void created.
 3. B7 - Infill holes cut in double shear wall above ceiling.
 4. B8 - Infill holes cut in shear wall above ceiling.
 5. B9 - Infill holes cut in 2-hr double shear wall above ceiling.
 6. B11 - Install door closer and vision panel w/wire glass
 7. B12 - Restore HVAC ducting to original configuration and repair ceiling.
 8. B17 - Add seismic restraints to all light fixtures.es.
 9. C1 - Infill holes cut in shear wall above ceiling.
 10. C2 - Infill holes cut in shear wall above ceiling
 11. C3 - Infill holes cut in 1-hr shear wall above ceiling.
 12. C7 - Replace missing compression strut to roof framing.
 13. C12 - Add seismic restraints to all light fixtures.
 14. D1 - Reinstall Fire Damper per detail.
 15. D2 - Repair HVAC duct penetrations per drawing.
 16. D7 - Furnish/reinstall fire dampers per mechanical drawings.
 17. D9 – Install fire safing at pipe and conduit penetrations per listed locations.

- Work to be performed on a Time and Materials basis with a 10% markup fee.

- All work to be performed in one mobilization



F&H CONSTRUCTION
Spaces for life

Your signature below constitutes as agreement for the work be executed. Please sign and return to ooniyinde@f-hconst.com

Thank you.

Obafemi Oniyinde, P.E.
Estimator

F&H Construction Date

Galt Joint Union Elementary School District Date



F&H CONSTRUCTION
Spaces for life

PROJECT INFORMATION	
SQ.FT.	INA
BLDG TYPE	MISCELLANEOUS
ARCH / ENGR	DCA

PROJECT: DSA REQUIRED REPAIRS TO EXISTING CLASSROOMS
VERNON GREER ES, GALT, CA

SPEC. No.	DESCRIPTION	REVISED \$	NOTES
	ROUGH CARPENTRY & FINISHING	22,087	
	FIRE DAMPERS/ROOF HATCH	5,000	ALLOWANCE
	HVAC - RESTORE DUCTWORK/ REGISTERS & RE-BALANCE	6,000	ALLOWANCE
	TESTING	BY OWNER	
	GENERAL CONDITIONS	2,280	
	SUPERVISION	13,952	
	SUBSISTENCE / TRUCK ALLOWANCE	713	
	EQUIPMENT RENTAL	375	
	GAS, FUEL, MAINTENANCE	387	
	SUB - TOTAL OF ALL ABOVE	50,774	
	LIABILITY INSURANCE	581	
	INSURANCE	179	
	BOND	506	
	O.I.L./PROFIT	7,546	
	TOTAL	59,586	



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

<p>Meeting Date: August 22, 2018</p>	<p>Agenda Item: 171.924 Board Consideration of Approval of Resolution #2: Accepting Final Completion of Contract for the Valley Oaks Elementary School HVAC and Roof Replacement Modernization Project</p>
<p>Presenter: Lois Yount</p>	<p>Action Item: XX Information Item:</p>

On June 13, 2018, the Board approved a Lease-Leaseback Agreement between the District and F & H Construction for the HVAC and roof replacement modernization project. This project has been completed and we are requesting Board approval of Resolution No. 2, Notice of Completion.

With Board approval, the Notice will be sent to the Sacramento County Recorder's Office for recording. Included are the change orders that stayed within the contingency budget of \$66,604.00.

Board approval is recommended.

**BEFORE THE BOARD OF EDUCATION
OF THE GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

RESOLUTION NO. 2

**ACCEPTING FINAL COMPLETION OF CONTRACT FOR THE VALLEY OAKS
ELEMENTARY SCHOOL HVAC AND ROOF REPLACEMENT MODERNIZATION
PROJECT**

F&H CONSTRUCTION, INC.

WHEREAS, on the 13th of June 2018, a Lease-Leaseback Agreement was executed by and between the Galt Joint Union Elementary School District of the County of Sacramento, State of California, as Owner, and F&H Construction, Inc., Lodi, California, 95241 as Contractor, for the Valley Oaks Elementary School Modernization Project in accordance with the plans and specifications thereof.

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

That Karen Schauer, Ed.D. is hereby authorized and directed to execute and cause to be recorded a Notice of Completion on behalf of the Owner.

PASSED AND ADOPTED this 22nd day of August 2018, by the following vote of the Board of Education of the Galt Joint Union Elementary School District of the County of Sacramento, to wit:

AYES:

NOES:

ABSENT:

ATTEST:

JOHN GORDON, PRESIDENT
Board of Education
Galt Joint Union Elementary School District
Sacramento County, California

MATTHEW FELIX, CLERK
Board of Education
Galt Joint Union Elementary School District
Sacramento County, California

NOTICE OF FINAL COMPLETION

VALLEY OAKS ELEMENTARY SCHOOL MODERNIZATION PROJECT

NOTICE IS HEREBY GIVEN that the Galt Joint Union Elementary School District of the County of Sacramento, State of California, as Owner of the property hereinafter described entered into a Lease Lease-back Agreement between itself, as Owner, and F&H Construction, Inc. Lodi, California, as Contractor, for the completion of the Valley Oaks Elementary School Modernization Project, in accordance with plans and specifications thereof.

NOTICE IS FURTHER GIVEN that the work under the terms of said agreement was completed to the satisfaction of the owner on August 22, 2018, and by Resolution of Acceptance of Completion passed and adopted by the Board of Education on August 22, 2018.

The name and address of lessee is Galt Joint Union Elementary School District, 1018 C Street, Suite 210, Galt, CA 95632, and the nature of the interest of such owner is a fee simple title.

The address where the work was performed is located at 21 C Street, Galt, California 95632.

The name of the original contractor is F&H Construction, Lodi, CA, 95241.

GALT JOINT UNION ELEMENTARY
SCHOOL DISTRICT
OF THE COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

BY: _____
Karen Schauer, Ed.D
Superintendent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed) before me on
this _____ day of _____, 20____,
by _____, proved to me
on the basis of satisfactory evidence to be the person
who appeared before me.

Signature of Notary Public (Seal)

PCOs DEDUCT/CREDIT TO CONTINGENCY

10-18-5537 Valley Oaks HVAC Roof Replacement

Starting Contingency Amount: \$ 66,604.00

PCOs	Reference	Description	Approved Amount	Balance of Contingency	Billed Amounts	Billing Month	Previous Billed %	% Complete this Period	% Complete to Date	Total Complete to Date \$
1	RFI #5	CR 8001- Plenums for Rooftop AC Units at Bldg E	\$ 6,379.75	\$ 60,224.25						
2		CR 8002- Extra Work for Dry Rot	\$ 7,123.20	\$ 53,101.05						
3	RFI #6	CR 8003- Carpet at Door Landing	\$ 1,365.30	\$ 51,735.75						
4	Submittal 06 68 16-1	CR 8004- Carpet Change in Kindergarten Classrooms	\$ 842.49	\$ 50,893.26						
6		CR 8006- Five New HVAC Saddles	\$ 6,188.25	\$ 44,705.01						
7		CR 8007- New Roof Vents	\$ 4,900.77	\$ 39,804.24						
8		CR 8008- Extra for Dry Rot	\$ 14,547.20	\$ 25,257.04						
9	RFI #15	CR 8009- Three New Controllers for OSA Intake Mains	\$ 8,727.00	\$ 16,530.04						
10		CR 8010- Extra for Door Numbers & Concrete Ramps	\$ 2,095.90	\$ 14,434.14						
TOTALS:			\$ 45,790.11	\$ 14,434.14	\$ -			0.00%		\$ -

Note: CR 8005- New Hi Lo Drinking Fountain has been moved to Multi-Purpose Bldg.



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: August 22, 2018	Agenda Item: 171.925 Board Consideration of Approval of Proposal from Williams & Associates, LLC for State School Facility Program Services
Presenter: Lois Yount	Action Item: XX Information Item:

Williams & Associates has 23 years of experience providing services specializing in school facility planning and has supported over seventy-five school districts in California. This proposal outlines the services Williams & Associates will provide the district. These services include preparation and submittal of School Facility Program (SFP) funding applications and the Facility Hardship application. These applications are required to receive State facility funding.

Board approval is recommended.

August 16, 2018

Ms. Lois Yount
Director of Business Services
Galt Joint Union Elementary School District
1018 C Street, Suite 210
Galt, California 95632

Subject: Proposal for State School Facility Program Services

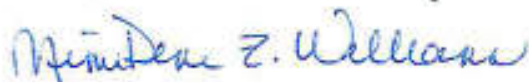
Dear Ms. Yount:

Williams & Associates, LLC is pleased to provide you with a proposal for State School Facility Program (SFP) funding application and estimating services for the Galt Joint Union Elementary School District.

Williams & Associates was established in 1995 and has provided services specializing in school facility planning over the last 23 years to over seventy-five school districts in California. With over 31 years of experience, we have worked on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education and Office of Public School Construction. This diverse background provides our clients with the expertise to effectively coordinate their projects through the School Facilities Program's eligibility, application for funding, and closeout processes.

Please do not hesitate to contact us should you have any questions or require clarification on any aspect of this response. We thank you very much for the opportunity to submit a proposal and be considered for your District's facility funding needs.

Best regards,



MimiDene Z. Williams
Principal
Williams & Associates, LLC
mimidene@williams-assoc.com
(530) 906-6690

Table of Contents

Executive Summary & Services..... 2

Firm Information & Proposed Personnel..... 3

Contact Information 4

Prior Relevant Experience 5

Compensation 5

State School Facility Program Services

Executive Summary

Our team believes in partnering with the Galt Joint Union Elementary School District (GJUESD) to become familiar with the district's facilities and goals, in order to provide a comprehensive approach to assisting the district in meeting those goals. We have collectively been involved in hundreds of projects throughout the State that have required numerous agency approvals, and our team brings a wealth of knowledge in how to successfully navigate projects through the various eligibility and funding stages.

We are excited to be able to provide the following assistance to the District:

- Analysis of State School Facility Program (SFP) Modernization eligibility update utilizing the 2017/2018 enrollment for: Greer Elementary School, River Oaks Elementary School and Valley Oaks Elementary School.
- Preparation and submittal of SFP eligibility applications and supplemental information to the OPSC, including coordination of any site visits required by the Office of Public School Construction (OPSC), or requests for additional information from the OPSC during the application processing.
- Coordination with the school district and architects regarding the SFP application for funding process for four schools.
- Preparation and submittal of SFP funding applications for Modernization and supplemental information to the OPSC for three eligible schools (Greer Elementary School, River Oaks Elementary School and Valley Oaks Elementary School), including coordination of additional information requests from the OPSC during application processing.
- Preparation and submittal of Facility Hardship application and supplemental information to the OPSC for Marengo Ranch Elementary School, including coordination of any site visits required by the OPSC, or requests for additional information from the OPSC during application processing.
- Meeting with District staff, architectural team, and State agencies.
- Attending Board and district committee meetings, when necessary.
- Providing updates and advice on the State program when requested.

Firm Information

Williams & Associates, LLC is a limited liability corporation that was established in 1995 and has provided services specializing in school facility planning over the last 23 years to over seventy-five school districts in California. With over 31 years of experience, we have worked on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education and Office of Public School Construction. This diverse background provides our clients with the expertise to effectively coordinate their projects through the School Facilities Program's eligibility, application for funding, and closeout processes. We believe in approaching our clients as though we are extensions to the district's staff. We work collaboratively with the district's facilities team, whether they are district staff or district consultants, to ensure that we thoroughly understand the district's needs. Knowing the district's needs and goals allows our team the ability to create successful strategies to meet those needs in the most efficient manner possible.

In order to prepare successful funding strategies, we will work alongside district staff to gather relevant information. When necessary, we will request verification of data gathered by our team, to ensure proper preparation of document forms and reports.

Our primary team consists of MimiDene Williams of Williams & Associates, and two support staff.

MimiDene will lead efforts to gather necessary information for inclusion in the various facility analyses, including meeting with district staff and consultants. The support staff will prepare the primary analysis for preparing agency forms and/or documents. MimiDene will be available to present any necessary information to district personnel, committees, or to the district's governing board.

MimiDene Williams, Principal

Ms. Williams has been assisting school districts throughout the state for over 31 years with their school facility needs.

From January, 1987 and the subsequent two and one-half years, she initiated her career into the school facilities arena with the Office of Local Assistance, now known as Office of Public School Construction, where she was responsible for all construction and modernization projects for San Diego and Imperial Counties.

For the next three and one half years, MimiDene was the Director of School Facilities Planning for the El Dorado County Office of Education. In this capacity she coordinated virtually all the projects for the school districts in El Dorado County that were seeking state funding for schools.

From July, 1993 through June, 1995, MimiDene was the Director of School Planning for the architectural firm Murray & Downs, A.I.A. Inc. located in Placerville, California.

Beginning in July, 1995, MimiDene Williams formed the company Williams & Associates specializing in school facility planning. Over the last 23 years, the firm has provided assistance to over seventy-five school districts in California working on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education; Office of Public School Construction; Division of the State Architect; Department of Toxic Substance Control; California Coastal Commission; and the Tahoe Regional Planning Agency. This diverse background provides clients with the experience to effectively coordinate their projects through the State School Facilities Program's eligibility, application for funding, and closeout process.

Ms. Williams has a B.S. in Business Administration from California State University, Sacramento and holds a certificate in Educational Facilities Planning from the University of California, Davis.

Our team is unique in that MimiDene Williams and staff have worked directly for the Office of Public School Construction (and the Office of Local Assistance, as OPSC was previously named). Because our team is so familiar with this agency and has so many positive working relationships with the current agency employees, we are able to provide very first-hand knowledge of the intricacies of the facility programs. This creates advantages to your district, in the application of direct experience and the breadth of knowledgeable strategies that we are able to share with the district when preparing applications and creating strategies for successful funding.

We regularly attend workshops, monthly meetings and training provided through the Coalition of Adequate School Housing (CASH). We also regularly attend State Allocation Board meetings to keep abreast of changes to the regulations and policies associated with school facility funding.

CONTACT INFORMATION

FIRM NAME	Williams & Associates, LLC
PRINCIPAL	MimiDene Williams Williams & Associates, LLC P.O. Box 2125 Placerville, CA 95667 530.906.6690 Phone mimidene@williams-assoc.com

Prior Relative Experience

School District & Address	Contact / Title / Email	Phone Number
Redwood City School District 2565 Goodwin Avenue Redwood City, CA 94061	Donald Dias Bond Program Director ddias@rcsdk8.net	(650) 670-2943
Roseville City Elementary School District 1050 Main Street Roseville, CA 95678	Dennis Snelling Assistant Superintendent dsnelling@rcsdk8.org	(916) 771-1600 x111
Simi Valley Unified School District 875 East Cochran Street Simi Valley, CA 93065	Pedro Avila Director of Facilities and Planning pedro.avila@simivalleyusd.org	(805) 306-4500 x4401
Sonoma County Office of Education 5340 Skylane Boulevard Santa Rosa, CA 95403	Steven D. Herrington, Ph.D. Sonoma County Superintendent of Schools sherrington@scoe.org	(707) 524-2603
Windsor Unified School District 9291 Old Redwood Highway, Bldg. 500 Windsor, CA 95492	Lois Standing Chief Business Officer sjorgensen@wusd.org	(707) 837-7726

Compensation

Should the Galt Joint Union Elementary School District wish to retain our team for the aforementioned services, we would request that services be billed on an hourly basis, at a rate of \$164 per hour, for a Not-to-Exceed amount of \$20,000.

Additional Costs

The District shall pay and reimburse any direct costs (such as travel, special printing fees and mailing costs), when such expenses are incurred at the request and approval of the District.



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: August 22, 2018	Agenda Item: 171.926 Board Consideration to Nominate California School Boards Association (CSBA) Directors-at-Large Asian Pacific Islander and Hispanic
Presenter: Karen Schauer	Action Item: XX Information Item:

Nominations for CSBA Director-at-Large Asian Pacific Islander and Hispanic are currently being accepted until Friday, September 28, 2018.

The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Marriott Marquis November 28-29, 2018. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on December 1, 2018.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education.



July 31, 2018

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, September 28, 2018
Please deliver to all members of the governing board.

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education
FROM: Mike Walsh, President
SUBJECT: Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28**. The nomination form and all information related to the election process are available **online**, please visit <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectionToBoardofDirectors.aspx>.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board. The following documents are required:

- **Nomination form:** A completed, signed and dated nomination form due **Friday, September 28** (choose only one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). *Nominating CSBA member boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Mike Walsh is due to CSBA no later than **Friday, October 5** (choose only one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). The letter may be from of the following entities:
 - 1) A CSBA member board
“If signed by the Superintendent, the letter must state “on behalf of the board.”
 - 2) An individual board member from a CSBA member district or COE
 - 3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than **Friday, October 5** (choose one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). An optional, one-page résumé may also be submitted and is due by **Friday, October 5**.

The completed candidate form and two letters of recommendation will be included in the Delegate Assembly meeting agenda packet exactly as submitted.

CSBA’s Board of Directors, which includes 21 regional representatives, five directors-at-large, four officers, the California County Boards of Education president, and any California board member serving on the board of the National School Boards Association. The board is responsible for setting direction for CSBA by adopting the vision and mission and overseeing the corporate operations of the association.

The elections will take place at CSBA’s Delegate Assembly meeting held at the San Francisco Marriott Marquis on Wednesday, November 28 and Thursday, November 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association’s Annual Education Conference on Saturday, December 1.

Please contact the Executive Office at 800-266-3382 should you have any questions. Thank you.

(See reverse for 2019 meeting dates)



**2019
EXECUTIVE COMMITTEE, BOARD OF DIRECTORS
& DELEGATE ASSEMBLY MEETING CALENDAR**

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
FEB 8	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
FEB 9-10	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
APR 5	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
APR 6-7	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 16	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 17	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 18-19	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 20	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 21-22	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
DEC 2	MON	EXECUTIVE COMMITTEE	SAN DIEGO
DEC 3	TUES	BOARD OF DIRECTORS	SAN DIEGO
DEC 4-5	WED-TH	DELEGATE ASSEMBLY	SAN DIEGO
DEC 5-7	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO

Approved by the Board of Directors on November 28, 2017



2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark, fax, or email deadline for the nomination form is Friday, September 28, 2018.

Two letters of recommendation are required to be submitted by Friday, October 5, 2018.

Nominees must give permission prior to being nominated.

(Please submit a separate nomination form for each Director position and each nominee.)

The governing board of the _____ School District or County Office
Board of Education voted to nominate _____

(Nominee name)

as a candidate for the following Director-at-Large position: *(please indicate below)*

Director-at-Large, Asian/Pacific Islander

Director-at-Large, Hispanic

The nominee is a member of the _____
School District or County Office Board of Education, which is a member of CSBA. The nominee has
been contacted and has given permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Please submit this nomination form by choosing one of the following options below:

- E-mail: nominations@csba.org
- Or fax: ATTN: Mike Walsh, President, at (916) 371-3407
- Or mail: Mike Walsh, President
California School Boards Association
3251 Beacon Blvd.
West Sacramento, CA 95691

If you have any questions, please contact CSBA's Executive Office, (800) 266-3382.



2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Candidate Form

Deadline: Friday, October 5, 2018 Please submit this Candidate form by choosing **one** of the following options below:
 E-mail, nominations@csba.org, or Fax to ATTN: Mike Walsh, President at (916) 371-3407, or U.S. Postal mail, Mike Walsh, President | California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691

This signed and dated candidate form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form and a one-page, single sided résumé, if submitted**, will be published in the Delegate Assembly meeting agenda packet.

I am nominated for: (please check one)	
<input type="checkbox"/> Director-at-Large, Asian/Pacific Islander	<input type="checkbox"/> Director-at-Large, Hispanic
Name: _____	Region: _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	Preferred E-mail: _____
Profession: _____	

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date



Board of Directors Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

Corporate responsibilities

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: August 22, 2018	Agenda Item: 171.927 Board Consideration of Approval of Board Consideration of Approval of Declaration of Need For Fully Qualified Educators for 2018-19
Presenter: Claudia Del Toro-Anguiano	Action Item: XX Information Item:

When there is a shortage of fully credentialed teachers, the Commission on Teacher Credentialing (CTC) allows school districts to file a Declaration of Need for Fully Qualified Educators for potential teachers who hold a Limited Assignment Permit or an Emergency Permit. Teachers that either possesses the intern credential or enough units in a specific area, are then declared 'intern ready' by our Personnel Analyst.

The Declaration of Need for Fully Qualified Educators must be presented to the board, for approval, on an annual basis. This allows teachers the time to take additional courses or take the required subject matter exam in the core academic area to earn a credential in a specific area. Districts are allowed to submit revisions as needed.

The Declaration includes:

- One Emergency Permit for CLAD/English Learner Authorization (Lake Canyon)
- One Limited Assignment Permit for PE (Greer Elementary)
- One Limited Assignment Permit for Music (Greer Elementary).

A total of three teachers are included in this Declaration.

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.
