Galt Joint Union Elementary School District Board of Education

"Building a Bright Future for All Learners"

Regular Board Meeting September 21, 2022

6:00 p.m. Closed Session 7:00 p.m. Open Session **Galt Joint Union Elementary School District Office**

1018 C Street, Suite 210, Galt, CA 95632

To Join Remotely Via Zoom

Please click the link below: https://galt-k12-ca.zoom.us/j/89670096260

Or One tap mobile:

US: +16694449171,,89670096260# or +16699006833,,89670096260#

Or Telephone: 408-638-0968

AGENDA

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

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

Board of Education Meetings are recorded.

- A. 6:00 p.m. Closed Session Location: Galt Joint Union Elementary School District Conference Room
- B. Announce items to be discussed in Closed Session, Adjourn to Closed Session
 - 1. STUDENT EXPULSION, EDUCATION CODE §48918
 - Case No. 21/22-04
 - CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
 - 3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

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

D. Board Meeting Protocol

E. Reports

SUPERINTENDENT

- 1. School Safety
- 2. Enrollment Update

LCAP GOAL 1

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

LCAP GOAL 2

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

1. I-SMART Parent Training at Robert L. McCaffrey Middle School

F. Routine Matters/New Business

212.346 Consent Calendar

a. Approval of the Agenda

MOTION

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

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

b. Minutes

August 17, 2022 Regular Board Meeting

c. Payment of Warrants

- Vendor Warrants: 23364878-23364937; 23365569-23365590; 23366127-23366154; 23367279-23367362; 23368646-23368699; 23369646-23369689
- Payroll Warrants: 8/19/22, 8/31/22, 9/9/22

d. Personnel

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

e. Donations

- f. 2022-23 Master Contracts for Nonpublic Schools and Agencies
 - CCHAT

- Lodi Children's Therapy
- The Stepping Stones Group
- Ro Health
- g. 2022-23 After School Education and Safety (ASES) Program
 Memorandum of Understanding Between Galt Joint Union Elementary
 School District and the City of Galt
- h. Out of State Conference Attendance for Colleen Wilson and Stefani Khan to attend the 6th Annual Conference of the Reading League, October 20-21, 2022, Syracuse, New York
- i. School Fundraisers

212.347	Consent Calendar (Continued) – Items Removed for Later Consideration	MOTION
212.348	Board Consideration of Student Expulsion Case No. 21/22-04	MOTION
212.349	Board Consideration to Nominate California School Boards Association (CSBA) Directors-at-Large Asian/Pacific Islander and Hispanic	MOTION
212.350	Board Consideration of Approval of Resolution No. 1; Authorization to Adopt California Uniform Public Construction Cost Accounting Act Procedures and Related Items ("CUPCCAA") and Related Board Policy and Administrative Regulation 3311.1; Uniform Public Construction Cost Accounting Procedures	MOTION
212.351	Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119	PUBLIC HEARING
212.352	Board Consideration of Approval of Resolution No. 4; GJUESD Resolution Regarding Sufficiency of Instructional Materials	MOTION
212.353	Board Consideration of Approval of Provisional Internship Permit for Newly Hired Educators	MOTION
212.354	Board Consideration of Approval of Side Letter of Agreement Between Galt Joint Union Elementary School District and Galt Elementary Faculty Association (GEFA) Regarding Acceleration Blocks	MOTION
212.355	Initial Public Notice From Galt Joint Union Elementary School District To Galt Elementary Faculty Association (GEFA) PUBLIC NOTICE / "SUNSHINE"	Information Item
212.356	Board Consideration of Approval of GJUESD Actuarial Study of Retiree Health Liabilities Under GASB 74/75 For Fiscal Year-End June 30, 2022	MOTION
212.357	Board Consideration of Approval of 2021-22 Unaudited Actuals	MOTION

212.358	Board Consideration of Approval of Resolution No. 3; 2022-23 GANN Limit	MOTION
212.359	Board Consideration of Approval to Dispose of Surplus Vehicle; 1995 Ford F-250 Truck	MOTION
212.360	Board Consideration of Approval of 2022-23 Consolidated Application	MOTION
212.361	Board Consideration of Approval of Memorandum Of Understanding (MOU) Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding the Creation of the Purchasing Technician Position	MOTION
212.362	Board Consideration of Approval of Memorandum Of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding Signing Bonuses for Hard to Fill Classified Positions	MOTION
212.363	Board Consideration of Approval of Memorandum Of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding a Salary Range Increase for Bus Drivers and the Dispatcher	MOTION
212.364	Board Consideration of Approval of Memorandum Of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding an Increase to the Warehouse Worker Position Hours	MOTION
212.365	Galt Joint Union Elementary School District Sunshine Proposal for the Fiscal Year 2022-23 with Classified Schools Employee Association (CSEA)	Information Item
212.366	First Reading of the following Board Policies, Administrative Regulations, Bylaws, and Exhibits	1 st Reading

Educational Services

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

Business Services

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

Curriculum

9. BP/AR 4112.2 Certification

Superintendent

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

G. Public Comments for topics not on the agenda

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

H. Pending Agenda Items

1. School District Properties

I. Adjournment

The next regular meeting of the GJUESD Board of Education: October 19, 2022

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

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

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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: Closed Session
Presenter:	Lois Yount	Action Item: XX

- 1. STUDENT EXPULSION, EDUCATION CODE §48918
 - Case No. 21/22-04
- 2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
- 3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

BOARD MEETING PROTOCOL

SESSION INTRODUCTION

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

PUBLIC COMMENT

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

Email Public Comment

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

BOARD VOTE AND CONNECTIVITY

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

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



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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: Reports
Presenter:	Lois Yount	Action Item: XX

<u>SUPERINTENDENT</u>

- School Safety
- 2. Enrollment Update

LCAP GOAL 1

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

LCAP GOAL 2

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

1. I-SMART Parent Training at Robert L. McCaffrey Middle School



SUPERINTENDENT REPORTS

- 1. School Safety
- 2. Enrollment Update

2022 School Safety Symposium

ACTIVE SHOOTER THREAT PREVENTION & RESPONSE TRAINING

Join the Federal Bureau of Investigation and the Sacramento County Sheriff's Office as they bring together leaders in law enforcement and the K-12 education field to provide the most updated and current information and practices in Active Shooter threat prevention and response.

Designed for School Resource Officers, administrators, and other school safety personnel. Due to limited space, up to four personnel from each LEA may attend.

TOPICS COVERED

Active Shooter Awareness Indicators
Surviving an Active Shooter
Vulnerability Assessment Brief

There is no cost to attend. Please register <u>here</u> by September 14th!



Friday September 16, 2022 8:00-8:30 AM: Check-in 8:30 AM-12:00 PM



Jesuit High School Gymnasium 1200 Jacob Lane Carmichael, CA 95608







A partnership between the Federal Bureau of Investigation, Sacramento County Sheriff's Office, and the California Department of Education.



Enrollment

Total Enrollment

September 9, 2022	Beginning	Ending	Ending
	2022-23	2021-22	2020-21
3356	3342	3320	3286

Enrollment by School (includes special education)

	September 9, 2022-23	August 12, 2022-23	2021-22	2020-21
Fairsite (Transitional Kinder)	93 (does not include special	93 (does not include special		
(Transitional Killuer)	education)	education)		
Greer	506	483	495	474
Lake Canyon	509	508	536	531
Marengo Ranch	450	446	503	510
River Oaks	535	536	545	507
Valley Oaks	508	506	508	509
McCaffrey	745	768	725	749

All Elementary and Middle Schools					
	Regular	Special	Home	Non Public	Total
	Education	Education	Hospital	School	TOTAL
Transitional Kindergarten	93				93
Kindergarten	293	13	1		307
1st Grade	334	16			350
2nd Grade	325	13			338
3rd Grade	354	21			375
4th Grade	355	21	-	1	377
5th Grade	376	19	1	-	396
6th Grade	351	17	1	2	371
7th Grade	402	35		1	438
8th Grade	277	31	2	1	311
Total	3,160	186	5	5	3,356



LCAP GOAL 2

 $Promoting \ Pre \textit{K-8} \ whole \ learner \ development \ through \ social \ and \ emotional \ learning \ opportunities \ in \ a \ variety \ of \ environments$

1. I-SMART Parent Training at Rober L. McCaffrey Middle School

Lois Yount, Superintendent and Donna Mayo-Whitlock, Educational Services Director



SACRAMENTO COUNTY DISTRICT

ATTORNEY'S OFFICE & GALT JOINT UNION

ELEMENTARY SCHOOL DISTRICT

PRESENTS:

SOCIAL MEDIA AWARENESS PRESENTATION

FOR PARENTS & GUARDIANS OF SCHOOL AGED CHILDREN

RAFFLE PRIZES AVAILABLE!!!!!!!





Presentation includes:

- An overview of current, popular social media applications used by youth;
- Safe and risky use of those application
- How predators can present themselves on social media;
- How parents can manage/monitor social media activity and encourage safe use;

ENGLISH PRESENTATION:

THURSDAY, SEPTEMBER 22, 2022

6:00-7:00

Where: McCAFFRY MIDDLE SCHOOL-CAFETERIA



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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.346 Board Consideration of Approval of Consent Calendar
Presenter:	Lois Yount	Action Item: XX Information Item:

- a. Approval of the Agenda
- b. Minutes
 - August 17, 2022 Regular Board Meeting
- c. Payment of Warrants
 - Vendor Warrant Numbers: 23364878-23364937; 23365569-23365590; 23366127-23366154;
 23367279-23367362; 23368646-23368699; 23369646-23369689
 - Certificated/Classified Payrolls Dated: 8/19/22, 8/31/22, 9/9/22
- d. Personnel
 - Resignations/Retirements
 - Leave of Absence Requests
 - New Hires/Reclassifications
- e. Donations
- f. 2022-23 Master Contracts for NonPublic Schools and Agencies
 - CCHAT
 - Lodi Children's Therapy
 - The Stepping Stones Group
 - Ro Health
- g. 2022-23 After School Education and Safety (ASES) Program Memorandum of Understanding Between Galt Joint Union Elementary School District and the city of Galt
- h. Out of State Conference Attendance for Colleen Wilson and Stefani Khan to attend the 6th Annual Conference of the Reading League, October 20-21, 2022, Syracuse, New York
- i. School Fundraisers

Galt Joint Union Elementary School District Board of Education Minutes

Regular Board Meeting August 17, 2022 Galt City Hall Chamber 380 Civic Drive, Galt, CA 95632

To Join Remotely Via Zoom Webinar ID: 884 1316 4791

Board Members Present

Thomas Silva Grace Malson Traci Skinner Wesley Cagle Casey Raboy Lois Yount Nicole Lorenz Claudia Del Toro-Anguiano Donna Mayo-Whitlock Administrators Present
Kuljeet Nijjar
Stephanie Simonich
Ellen Morris
Jennifer Porter
David Nelson
Carlos Castillo

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

 Present for the closed session: Thomas Silva, Grace Malson, Traci Skinner, Wesley Cagle, Casey Raboy,
 Lois Yount, Nicole Lorenz, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock
- **B.** Closed Session was called to order at 6:07 p.m. by Thomas Silva to discuss the following items:
 - CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Nicole Lorenz
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
 - 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
 - CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9, Government Code §54956.9
 - One potential case
- **C. Closed Session Adjourned at 7:07 p.m.** The open meeting was called to order at 7:14 p.m., followed by the flag salute. Thomas Silva announced the following action taken in the closed session.

Item 3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Upon the motion of Grace Malson, seconded by Casey Raboy, the Board voted unanimously to accept a separation agreement.

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

E. Reports

Superintendent

1. New School Year and Enrollment Updates

Lois Yount shared a picture slide show of all schools at the beginning of the school year. She recognized staff efforts for a successful start to the school year and welcomed students' families back.

Ms. Yount reported the District started the year with a two-day administrator retreat to discuss LCAP goals, metrics and what the District is looking to accomplish this year. Administrators worked on a common message and scheduled school retreats to share information. She shared an edited PowerPoint presentation from David Nelson, Principal, Valley Oaks Elementary school retreat. The presentation titled Community of Practice: Shared Vision, Systemic Learning and Continuous Improvement Cycle describe "framing the picture" beginning with leadership. The message is that we are all leaders, whether one takes action themselves or inspires others to act.

Ms. Yount added that the District's core values mean looking at our schools' system and culture. What do we bring to our culture, our community, and our shared learning environment? What actions do we need to take to pull all this together? How do we provide a nurturing environment for students through diversity, equity, inclusion, and belonging?

Ms. Yount said the two LCAP goals include metrics to determine if the District is meeting the goals. Metrics include district assessments. The goal this year is to increase student growth and achievement goals by ten percent on District Reading Assessment (DRA), increase by five percent the number of learners performing at the 60th percentile on MAP reading, and increase by five percent the number of learners performing at the 60th percentile on MAP Mathematics. The District is also looking at the CalSCHLS Healthy Kids Survey to monitor for positive increases for students, staff and parents in safety, belonging, and engagement. She indicated the District would like to see assessment scores in the eightieth percentile.

Ms. Yount shared a continuous improvement timeline and goal-sharing document:

- October 10 and 11 Community of Practice Workshops (what have we learned? What do we start? Stop? Keep doing?)
- ➤ March 6 Community of Practice Workshop (what have we learned? What do we start? Stop? Keep doing?)
- ➤ May 31 5th Wednesday. Complete Community of Practice Input

She indicated district office staff reviewed the goal-setting document and will review their personal and professional goals in September, March, and May.

Ms. Yount then shared current and historical student enrollment numbers. She indicated the District is up thirty-two students. The most significant increase was at Fairsite elementary because of an increase in Transitional Kindergarten (TK). Some elementary enrollment is down because they no longer have TK at their sites.

2. Facilities Updates

Lois Yount reported on grounds and facilities. She indicated a lot of work is going on at school sites. The grounds crew and maintenance team did a fantastic job this summer getting campuses ready for the start of school. She addressed the watering of grounds during the drought. She said the groundskeeper team collaborated with the city during the summer and they continue to ensure that we're meeting landscaping needs and following water restrictions implemented by the Governor. There is some flexibility related to play spaces for students, safety issues, and trees. The District has trees in the middle of lawns that must be watered to prevent them from dying. So we are following the city of Galt's protocol and watering three days a week. She indicated that if you go on the website, watering is allowed two days a week, but we do have some flexibility there because of our situation and how we use our fields and our lawns. Additionally, the District has received phone calls from concerned citizens regarding water use. Ms. Yount explained that the watering system rotates through stations, so it might look like the school is watering every night, but it is at different stations, and each station is set for three times a week. At Marengo Ranch elementary, the District has done some seeding. The city has permitted the District to water nightly for 30 days to allow new grass time to grow.

Thomas Silva, Board President, asked if there is a mechanism or a process where a neighbor could report a leak or broken sprinkler system? Ms. Yount indicated that the public could go to the District website facilities page to call or email with a concern. She said the District takes these concerns very seriously.

LCAP GOAL 1

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

1. 2022 Summer Programs

Donna Whitlock, Educational Services Director, provided a summary of summer school services. She reported Leah Wheeler was the Summer School Administrator, Gina Fuentes and Julie Hayes were Extended Year Administrators, and Veronica Valdovinos was the Fairsite Preschool Site Director, for summer school. Ms. Whitlock highlighted that the District prioritized students who needed additional academic support in reading and mathematics and unduplicated students. She indicated that 249 students in Kindergarten through sixth grade participated. There were not enough teachers to offer summer programs for the seventh and eighth grades this year. However, the District did offer a sixth and

seventh-grade migrant summer virtual program and extended the school year to kindergarten through eighth-grade special education students whose Individual Education Plan (IEP) required it.

Ms. Whitlock shared enrollment numbers, attendance, reading, and math fluency data. She indicated that 249 Kindergarten through sixth-grade students participated in summer school, 71 students participated in pre-kindergarten summer school, and 81 in extended school year. Attendance averaged 82%. The reading data showed academic growth at every grade level, with third grade showing the greatest growth. Math fluency data showed growth in every grade level, with the greatest growth in Kindergarten.

Ms. Whitlock shared a picture slide show of summer school activities. She thanked the transportation department for doing an amazing job of getting kids to and from school.

2. 2022 Summer Expanded Learning

Jennifer Collier, Expanded Learning Coordinator, reported 168 students enrolled in summer expanded learning for engagement and learning activities. She introduced the site coordinators: Mady Bachmann from Marengo Ranch, Lizeth Cruz from Fairsite, Maggie Orines from River Oaks, Andrea Tackett from Lake Canyon, Abby Jones from McCaffrey, Mariella Duran from Valley Oaks, and Veronica Salgado from Greer. She said these leaders participated in engagement sessions. Some of the engagement sessions, included a visit from Kevin Bracy, Reach One Alliance, providing motivational speaking to create a positive shift in the school climate. Ms. Collier said engagement sessions also included strengths, STEAM, Social Emotional Learning (SEL), and the arts. She highlighted catapult building, the process of aiming a student's strengths to make it fly the farthest or the highest. She said safety was a top priority while trying to meet family needs.

3. Spring 2022 Smarter Balanced Assessment Consortium (SBAC) and California Assessment of Student Performance and Progress (CAASPP)

Claudia Del Toro-Anguiano, Curriculum Director, reported on SBAC grades 3-8. She indicated staff worked very hard to ensure that students learned key skills. They were creative in finding ways to help students apply those skills and strategies. Teachers taught in different settings while staying focused on gradelevel standards. Al Rogers Ed.D., CEO of AR Leadership Partners, LLC., said that all data should answer an important question. How well do students apply the skills they learned to grade-level standards?

Ms. Del Toro-Anguiano said almost half of the students met or exceeded the standards in English language arts, and about one-third of the students met or exceeded standards in the area of math. She highlighted specific grade levels and school site percentages that met or exceeded standards.

The next steps include reviewing multiple sets of data to identify what is needed in the area of professional development, instructional materials and coaching cycles. The District is also revisiting protocols for academic conferences and the Multi-Tiered System of Supports (MTSS) process.

Ms. Del Toro-Anguiano said she is very proud, considering the District is coming off a pandemic.

Wesley Cagle, Board Member, asked what the students' meetings or exceeding standards do differently than those that did not and how we can help these students.

Ms. Del Toro-Anguiano said the District needs to look at the strategies used in specific classrooms or in that grade level. All the data are a result of specific strategies. The challenge here is knowing what strategies gave us those gains.

Wesley Cagle said he is trying to figure out what we can do to help kids that don't have a support system at home like his kids.

Ms. Del Toro-Anguiano said the clearer the District is on what strategies work best with the children in front of them, the greater chance we have of reaching more children. We cannot control what happens after school, but we can certainly control what occurs within the time that the students are with us. The best chance we have to help students is by collaborating and sharing strategies through formative assessments. It's not necessarily about the teaching; it's about the learning.

Ms. Del Toro-Anguiano added that she looked at scores from 2019 to now, and some learning loss was evident. She acknowledged teacher efforts during the COVID crisis.

OTHER REPORTS

1. Budget 45-Day Revision

Nicole Lorenz, Chief Business Official, reported that the economic future is uncertain. The state legislature advocated for one-time funding for the Governor's priorities due to the economic uncertainty, so they attempted to strike a balance between ongoing spending commitments and planning for an "uncertain future."

Ms. Lorenz shared an illustration of where the major investments for K-12 were in the state budget. She reported that the Local Control Funding Formula (LCFF) provides 6.28% over the May revision and the statutory COLA to 6.56%, which is a twelve percent increase to the LCFF base. She indicated this shows that the augmentation is intended to help school districts faced with inflation, ongoing fiscal pressure, staffing shortages, and the rising costs of goods and services.

Ms. Lorenz reported the following:

 Additional funding for Transitional Kindergarten (TK). The TK ratio add-on is \$2,813. She indicated this would help to implement Universal Transitional Kindergarten and help manage all the requirements that come along with it.

Ms. Lorenz shared the following:

 2022-23 funding factor illustration. She indicated it shows the base grant per ADA, additional COLA, additional LCFF Investment, and the base grant after that. The addition of the augmentation (additional LCFF) along with the TK investment is approximately a three million dollar increase for the District.

She stated that school districts are experiencing higher than normal reserves due to the COVID pandemic and the influx of one-time dollars. She reviewed the district reserve levels with the Board from the Multi-Year Financial Analysis 2022-23, 45-Day Revision.

Ms. Lorenz reviewed the following funding areas:

- Special Education funding did not change from the May Revise.
- The Learning Recovery Emergency Block Grant included in the May Revise
 has new preliminary estimates from School Services of California. She
 indicated this grant would assist school districts with long-term recovery
 from the COVID-19 pandemic.
- The Arts, Music, and Instructional Materials Discretionary Block Grant funds could be used for operational costs. The budget increases ongoing state funding for the Expanded Learning Opportunities Program (ELOP).
- Home-to-School Transportation increased starting in 2022-23. The District will be reimbursed 60% of transportation costs if the District has a boardapproved plan by April, updated annually.

Ms. Lorenz stated that the Board has the policy to maintain a 9 percent reserve. The District's reserves are well above that. She indicated the District is working with the certificated and classified unions to get feedback on how to use these funds.

Lois Yount stated she hopes to bring union agreements to the Board by November. She added that if the District spends one-time funds on facilities and textbooks adoption, it doesn't affect the District after those funds are gone. If the District spends one-time funds on ongoing expenses, it has more effect on the continuing reserve. Some of the things the District has started to discuss are curriculum adoptions. She indicated the District is considering either science or social studies and possibly a math adoption the following year, depending on the completion of the framework. She will seek feedback from the teachers union.

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

Lois Yount reported no complaints during the 4th guarter.

F. Board Discussion

1. CSBA's 2022 Annual Education Conference and Trade Show

The Board agreed to register two pending board members, Wesley Cagle, Casey Raboy, and Lois Yount, for the conference.

G. Routine Matters/New Business

212.333 Wesley Cagle made a motion to approve the Consent Calendar, seconded by Casey Raboy and unanimously carried.

a. Approval of the Agenda

MOTION

b. Minutes

■ June 22, 2022 Regular Board Meeting

c. Payment of Warrants

- Vendor Warrants: 23362662-23362703, 23361574-23361641,
 23360146-23360171, 22356301-22356394, 22357565-22357604,
 22358629-22358708, 23359803-23359852
- Payroll Warrants: 6/17/22, 6/30/22, 7/8/22, 7/29/22, 8/10/22

d. Personnel

Resignations/Retirees				
Name	Position	Effective Date	Site	
Adame, Amanda	Yard Supervisor	8/5/22	Greer Elementary	
Brewer, Nicole	Teacher	6/9/22	McCaffrey Middle	
Haas, Megan	Teacher	7/20/22	Lake Canyon	
Lopez, Veronica	Instructional Assistant	7/18/22	Fairsite	
Lor, Sophie	School Social Worker	8/2/22	Greer Elementary	
Lucchesi, Kathleen	Teacher	07/19/2022	McCaffrey Middle	
Nino, Catalina	Yard Supervisor	8/2/22	Valley Oaks	
Saldivar, Raina	Instructional Assistant	07/20/2022	Marengo Ranch	

Leave of Absence Requests				
Name	Position	Effective Date	Site	
Heredia Fuentes, Rosalba	Food Service Worker	8/16/22	Marengo Ranch	
Sanchez, Christina	Yard Supervisor	9/11/22	Lake Canyon	
Walker, Josefina	Secretary I	8/12/22	Greer Elementary	

New Hires/Status Change				
Name	Position	Site		
Abarca, Abigail (Status Change)	Teacher	River Oaks		
Alcala, Monica	Teacher	Fairsite		
Bruce, David	Certificated Substitute	N/A		
Colleton, Jolene	Yard Supervisor	Marengo Ranch		
Delgado, Helen	Yard Supervisor	McCaffrey Middle		
Duran, David	Yard Supervisor	Marengo Ranch		

Giordano, Jennifer (Status Change)	Transportation Clerk	Transportation
Gonzalez, Ana (Status Change)	Health Assistant	Greer Elementary
Gray, Jennifer	Yard Supervisor	McCaffrey Middle
Hinojosa, Maritza	Bilingual Instructional Assistant, Exp. Learn.	McCaffrey Middle
Jauregui, Alondra	Bilingual Instructional Assistant	Fairsite
Kinner, Jane	School Social Worker	Lake Canyon
Klotz, Andrew	Teacher	McCaffrey Middle
LaBarbera, Alexandrea	Yard Supervisor	McCaffrey Middle
Maravilla, Martha (Status Change)	Bilingual Instructional Assistant, Exp. Learn.	Fairsite
McRoberts, Kelleigh	Teacher	Marengo Ranch
Miller, Jennifer	Teacher	River Oaks
Pierce, Sarah	Teacher	River Oaks
Porras, Diana (Status Change)	Bilingual Instructional Assistant, Exp. Learn.	Valley Oaks
Port, Elizabeth	Instructional Assistant, Exp. Learn.	Lake Canyon
Powers, Elliot	Instructional Assistant, Special Education	River Oaks
Ramirez, Cynthia	Food Service Worker	Marengo Ranch
Reames, Debbie (Status Change)	Instructional Assistant	Fairsite
Rivera-Pina (Status Change)	Bilingual Instructional Assistant	Valley Oaks
Rocha, Taylor	Instructional Assistant, Special Education	McCaffrey Middle
Rodriguez, Denise	School Psychologist	District Office
Sharp, Glenna (Status Change)	Instructional Assistant	Fairsite
Shelley, Stella (Status Change)	Payroll Technician	District Office
Trujillo, Michelle	Transportation Supervisor	Transportation
Tsuda, Leslie	Teacher	River Oaks
Utile, Jessica	Teacher	Lake Canyon
Valdovinos, Veronica	Teacher	Fairsite
VanSteyn, Katherine	Instructional Assistant, Exp. Learn.	Marengo Ranch
Velez, Cristina	Bilingual Community Outreach Assistant	Fairsite
Walker, Katherine	Yard Supervisor	Greer Elementary

e. Donations

- f. Master Contracts for Nonpublic Schools and Agencies
 - 1. Easter Seals
 - 2. Point Quest Central Valley
 - 3. Point Quest Depot Park
 - 4. ProCare Therapy
 - 5. Sierra School of Eastern
- g. Consultant Services Agreement Between GJUESD and SCI Consulting Group

- h. 2022-23 Professional Services Agreement Between Michael's Transportation Service, Inc., and GJUESD
- 2022-23 Professional Services Agreement Between SchoolWorks, Inc. and GJUESD
- j. 2022-23 Cooperative Agreement Between Turning Point Community Programs and GJUESD
- k. Out of State Conference Attendance, November 2-4, 2022, for Kristine Baptista, Gina Fuentes and Julie Hayes at the 2022 Edupoint Users Conference in Nashville, Tennessee
- 212.334 Consent Calendar (Continued) Items Removed for Later Consideration

CC Items Removed

There were no items removed.

212.335 Thomas Silva made a motion to Change the September 21, 2022 Regular Board Meeting Location from the Galt City Hall Chamber to the Galt Joint Union Elementary School District Office, seconded by Traci Skinner and unanimously carried.

September Board Mtg

212.236 Grace Malson made a motion to approve Provisional Internship Permits for Newly Hired Educators, seconded by Casey Raboy and unanimously carried.

PIP

212.337 Traci Skinner made a motion to approve Substitute Teacher Rate Increase, seconded by Wesley Cagle and unanimously carried.

Sub Teacher Pay

212.338 Thomas Silva made a motion to approve Resolution No. 2, Accepting Final Completion of Contract for Greer Elementary Classroom Sink Project Bobo Construction, seconded by Casey Raboy and unanimously carried.

Res. 2 NOC GE Sinks

212.339 Grace Malson made a motion to approve the Memorandum of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the Galt Joint Union Elementary School District Regarding Salary Range Increase for Food and Nutrition Lead, the Reclassification to Food and Nutrition Assistant II, and the Food and Nutrition Department Job Title and Description Changes, seconded by Wesley Cagle and unanimously carried.

CSEA MOU

212.340 Grace Malson made a motion to approve the Memorandum of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the Galt Joint Union Elementary School District Regarding Salary Range Increase for Health Assistant II, Secretary I, and Secretary II and the Creation of the Licensed Vocational Nurse Position, seconded by Casey Raboy and unanimously carried.

CSEA MOU

CSEA MOU 212.341 Thomas Silva made a motion to approve the Memorandum of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the Galt Joint Union Elementary School District Regarding Salary Range Increases for the Accounts Payable Clerk and Bus Drivers who Drive Special Education Routes, seconded by Traci Skinner and unanimously carried. 212.342 Grace Malson made a motion to approve the following GJUESD **GJUESD** Sunshine to Sunshine Proposal Articles for the Fiscal year 2022-23 with California **CSEA** School Employees Association and its Galt Chapter #362 (CSEA), seconded by Casey Raboy and unanimously carried. 1. Article X: Transfers 2. Article XXIV: Food Services Vacancy Procedures 212.343 Wesley Cagle made a motion to approve the following Board Policy and BP/AR 1312.1 Administrative Regulation Recommendation, seconded by Thomas Silva and unanimously carried. 1. Adopt Board Policy 1312.1; Complaints Concerning District **Employees** 2. Delete Regulation 1312.1; Complaints Concerning District **Employees** CSBA Dir-at-Board Consideration to Nominate California School Boards Association 212.344 Large (CSBA) Directors-at-Large Asian/Pacific Islander and Hispanic did not carry Nomination due to lack of a motion. Review of 212.345 The Board Reviewed the Proposed Resolution No. 1; Authorization to Adopt Resolution 1 California Uniform Public Construction Cost Accounting Act Procedures and And BP/AR Related Items ("CUPCCAA"), and held the First Reading of Related Board 3311.1 Policy and Administrative Regulation 3311.1 **H.** Public Comments for topics not on the agenda Public comment is limited to three minutes or less, pending Board President's approval. **Pending Agenda Items School District Properties** Adjournment 9:00 p.m. Traci Skinner, Clerk

ı.



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations/Retirees			
Name	Position	Effective Date	Site
Armas, Clara	Yard Supervisor	9/16/22	Lake Canyon
Arriata, Yolanda	Yard Supervisor	8/15/22	McCaffrey Middle
Barajas, Magdalena	Yard Supervisor	8/31/22	Marengo Ranch
Enriquez, Alicia	Instructional Assistant, Bilingual	9/2/22	Valley Oaks
Forero, Nathan	Teacher - Music	8/8/22	Vernon E. Greer
Fritts, Lindsey	Yard Supervisor	8/31/22	River Oaks
Hayes, Julie	TOSA/Assistant Principal	9/16/22	District Office
Hernandez, Gloria	Yard Supervisor	8/26/22	Marengo Ranch
Hodgson, William	Registered Behavior Tech.	8/10/22	District Office
Macias, Beatriz	Bilingual Instructional Assistant	8/8/22	Fairsite
Macias, Gabriela	Instructional Assistant	8/11/22	River Oaks
Marquez, Emmit	Yard Supervisor	8/19/22	Vernon E. Greer
Ott, Evelyn	Yard Supervisor	8/31/22	River Oaks
Perez, Jonathon	Instructional Assistant, Exp. Learn.	9/6/22	Vernon E. Greer
Rocha, Melissa	Instructional Assistant, Special Education	8/25/22	McCaffrey Middle

Leave of Absence Requests			
Name	Position	Effective Date	Site
Aceves, Sarah	Teacher	10/7/22	River Oaks
Baysinger, Deborah	Yard Supervisor	8/11/22	River Oaks
Coleman, Victor	Custodian	8/11/22	Lake Canyon
Dettman, Tammy	BFLC Technician	8/3/22	Marengo Ranch
Doberneck, Jennifer	Health Assistant II	9/28/22	District Office
Keane, Charlene	BFLC Technician	9/7/22	Vernon E. Greer
Little, Joshua	Mechanic	9/23/22	Transportation
Rocha, Melissa	Instructional Assistant, Special Education	8/15/22	McCaffrey Middle

New Hires/Reclassifications/Sta	tus Changes	
Name	Position	Site
Avila, Cynthia	Yard Supervisor	Valley Oaks
Beckwith, Ashley	Dispatcher	Transportation
Burdewick, Ashley	Instructional Assistant, Special Education	River Oaks
Ceja, Carina (status change)	Home Visitor	Fairsite

Human Resources Page 2

Chavez, Faviola	Bilingual Instructional Assistant	Valley Oaks
Corrales-Franco, Zulema	Bilingual Instructional Assistant, Exp. Learning	River Oaks
Cruz, Susie (Reclassification)	Bilingual Instructional Assistant	Valley Oaks
Diaz, Maria	Bilingual Instructional Assistant	Valley Oaks
Doberneck, Clayton	Classified Substitute	N/A
Duenas, Gabriela	Bilingual Instructional Assistant, Exp. Learning	Lake Canyon
Flores, John	Classified Substitute	N/A
Forbes, Jamie	Yard Supervisor	Marengo Ranch
Galeno, Tedra (Status Change)	Registered Behavior Technician	District Office
Gamboa-Sandoval, Nancy	Instructional Assistant, Special Education	Fairsite
Godinez Murillo, Mariana (Status Change)	Instructional Assistant, Exp. Learning	Fairsite
Gutierrez, Sarai	Instructional Assistant, Exp. Learning	River Oaks
Gray, Shelby	Instructional Assistant	Valley Oaks
Heidrich, Paige	Instructional Assistant, Special Education	River Oaks
Hernandez, Rachel (status change)	Instructional Assistant, Special Education	River Oaks
Hill, Jessica	Certificated Substitute	N/A
Ibarra, Perla	Instructional Assistant	Marengo Ranch
Lambert, Theresa (status change)	Bus Driver	Transportation
Lawrie, Jackson	Classified Substitute	N/A
Mendoza, Griselda	Bilingual Instructional Assistant	Fairsite
Moreno, Brenda	Bilingual Instructional Assistant	Fairsite
Murray, Patricia (status change)	Instructional Assistant, Exp. Learning	Vernon E. Greer
Nieto, Jacqueline	Classified Substitute	N/A
Odell, Yvette (Reclassification)	Secretary II	Fairsite
Pamplona, Adriana	Instructional Assistant, Exp. Learning	Marengo Ranch
Parra, Julian	Instructional Assistant, Exp. Learning	River Oaks
Ramirez, Lucerito	Bilingual Instructional Assistant, Exp. Learning	Vernon E. Greer
Ramirez, Nizeth	Classified Substitute	N/A
Ramirez Gomez, Ma Gaudalupe	Classified Substitute	N/A
Rocha, Brooke	Instructional Assistant	Lake Canyon
Roque, Ysenia	Bilingual Instructional Assistant, Exp. Learning	Marengo Ranch
Ruan Gonzalez, Sylvia	Bilingual Office Assistant	Valley Oaks
Salim, Samia (status change)	Instructional Assistant, Exp. Learning	Marengo Ranch
Shin, Eunshil	Preschool Teacher	Fairsite
Stefan Pereira, Jane	Instructional Assistant	Vernon E. Greer
Terra, Diana	Instructional Assistant, Special Education	Vernon E. Greer
Turner, Cailin	Instructional Assistant, Exp. Learning	Lake Canyon
Vue, Leng	Classified Substitute	N/A



CONSENT CALENDAR

Donations

e. **Donations**

Valley Oaks

• Manuel Burciaga donated five cases of hand sanitizer valued at \$360.00 for site use



CONSENT CALENDAR

Master Contracts

f. Master Contracts for Nonpublic Schools and Agencies

- CCHAT
- Lodi Children's Therapy
- The Stepping Stones Group
- Ro Health



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

#6
CCHAT

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

Co	ontract Year:	2022-2023
L	EA:	Galt Joint Union Elementary School District
Nonpub	lic School:	
Nonpub	olic Agency: Co	CHAT Center
Type of Co	ontract:	
x	Master Contract	for fiscal year with Individual Service Agreements (ISA) to be approved throughout the
	term of this Cont	ract.
	Individual Maste	r Contract for a specific student incorporating the Individual Service Agreement (ISA)
	into the terms of	this Individual Master Contract specific to a single student.
	Extension of the l	Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days
	at the sole discret	ion of the LEA and in accordance with Section 4 of this Master Contract. Expiration
	Date:	_ ;

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2022-2023

LEA: Galt Joint Union Elementary School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CCHAT Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Galt Joint Union Elementary School District referred to as the local educational agency ("LEA") or "District" and the CCHAT Center, hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for specialeducation and/or related services provided to any LEA student, or CONTRACTOR to provide such specialeducation and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be renegotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer

of a Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack

of provision of services while the student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of State and federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and State law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer

to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State licensing agency, a certificate of registration with the appropriate professional organization at the national or State level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
- iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
- iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes,

Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

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

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice to the other.

15. INSURANCE

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

PART I - INSURANCE REOUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20 26 (or equivalent) to provide that the District and its officers, officials, employees, and agents

shall be additional insureds under such policies.

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

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

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

Part A – Statutory Limits

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

D. Sexual Assault and Molestation Insurance

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

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

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

F. All Coverages

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

the certificate.

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

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

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

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

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

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- B. Commercial Auto Liability Coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. **Fide lity Bond** or **Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of

CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State

Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

The total number of annual instructional minutes shall be at least equivalent to the total number of annual

instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

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

financial responsibility of CONTRACTOR.

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

When CONTRACTOR is a NPA:

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuantto LEA and State and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates, and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

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

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

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

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

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken

by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34

C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3)

times per year.

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to students under the

federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

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

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

45. STAFF QUALIFICATIONS

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *etseq*. and 45350 *etseq*. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a

high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

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

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

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

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA

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

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

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

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

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved

(i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legalrequirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

(5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

within five (5) days of such confirmation; (h) CONTRACTOR receives payment fromMedi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract shall be mediated with both parties paying their own costs for the mediation.

58. PAYMENT FROM OUTSIDE AGENCIES

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

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

PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

60. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified

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

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

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

61. RATE SCHEDULE

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

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

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

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

62. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

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

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

CONTRACTOR	LEA
CCHAT Center NPA	Galt Joint Union Elementary School District
Nonpublic School/Agency	LEA Name
By: Signature Date	By: Signature Date
Laura Covello, Executive Director	Donna Mayo, Director of Educational Services
Name and Title of Authorized Representative	Name and Title of Authorized Representative

	Notices to LEA shall	be addressed to	
Name and Title: D	onna Mayo, Director of Educationa	l Services	
LEA: Galt Joint U	Inion Elementary School District		
Address: 1018 C	Street, Suite 210		
City: Galt	State: California	Zip: 95632	
Phone: 209-744-45	45x.303 Fax: 209-744-4554		
Email: dwhitlock			

Additional LEA Notification (Required if completed)			
Name and Title: S	tephanie Gutierrez, Program Specia	list	
Address: 1018 C	Street, Suite 210		
City: Galt	State: California	Zip: 95632	
Phone: 209-744-45	45x.339 Fax: 209-744-4554		
Email: sgutierrez	@galt.k12.ca.us		

Name and Title: Laura Covello	, Executive Director	
NPS/A: CCHAT Center		
Address: 11100 Coloma Road		
	State: CA	Zip: 95670
City: Rancho Cordova	Diate. Cr.	

EXHIBIT A: 2022-2023 RATES

Behavior Intervention Services (535)

Specialized Deaf and Hard of Hearing (710)

Specialized Services for Low Incidence Disabilities (610)

4.1 RATE SCHEDULE FOR CONTRACT YEAR CCHAT Center The CONTRACTOR: The CONTRACTOR CDS NUMBER: 9900062 PER ED CODE 56366 - TEACHER-TO-PUPIL RATIO: Maximum Contract Amount Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: 1) Daily Basic Education Rate: 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: 3) Related Services: __Speech, language pathology, audiology and specialized deaf and hard of hearing services__ SERVICE RATE **PERIOD** Intensive Individual Services (340) \$180.00 Language and Speech (415) Hour Adapted Physical Education (425) Health and Nursing: Specialized Physical Health Care (435) Health and Nursing: Other Services (436) Assistive Technology Services (445) Occupational Therapy (450) Physical Therapy (460) Individual Counseling (510) Counseling and Guidance (515) Parent Counseling (520) Social Work Services (525) Psychological Services (530)

\$680.00

___Day____

Interpreter Services (715)		
Audiological Services (720)	\$180.00	Hour
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		-
Reader Services (745)		
Transcription Services (755)	, 	-
Recreation Services, Including Therapeutic (760)	•	10
College Awareness (820)	(
Work Experience Education (850)		3
Job Coaching (855)		-
Mentoring (860)	<u> </u>	
Travel Training (870)		
Other Transition Services (890)		
Transportation Services		(F
Other (900)		
Please Provide Additional Cost Information (
Description:	Rate:	Period:
Audiological Evaluation	\$150.00	Evaluation
Auditory Processing Disorder Assessment	\$650.00	Evaluation & Repor
Deaf Mentor Services	\$45.00	Hour
		



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

#7

Lodi Children's Therapy

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

2022-2023

MASTER CONTRACT

		NONPUBLIC SCHOOL AND AGENCY SERVICES
Cont	ract Year:	2022-2023
LEA	A.	Galt Joint Union Elementary School District
Nonpublic	School:	
Normuhlic	Agency: Lo	odi Children's Therapy
Nonpublic	Agency. Lt	our Children's Therapy
Type of Contr	act:	
X	_	
M	aster Contract	for fiscal year with Individual Service Agreements (ISA) to be approved throughout
	m of this Con	
te	rm of this Con	
te In	rm of this Con dividual Mast	tract.
	rm of this Con dividual Mast to the terms of	er Contract for a specific student incorporating the Individual Service Agreement (IS) this Individual Master Contract specific to a single student.
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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 (or "Contract") is entered into on July 1, 2022, between **Galt Joint Union Elementary School District** referred to as the local educational agency ("LEA") or "District" and the **Lodi Children**'s **Therapy**, hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for specialeducation and/or related services provided to any LEA student, or CONTRACTOR to provide such specialeducation and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be renegotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer

of a Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack

of provision of services while the student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of State and federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and State law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer

to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State licensing agency, a certificate of registration with the appropriate professional organization at the national or State level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

f. "Parent" means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
- iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
- iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes,

Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets: transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access, CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

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

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice to the other.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20 26 (or equivalent) to provide that the District and its officers, officials, employees, and agents

shall be additional insureds under such policies.

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

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

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

Part A – Statutory Limits

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

D. Sexual Assault and Molestation Insurance

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

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

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

F. All Coverages

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

the certificate.

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

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

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

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

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

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- B. Commercial Auto Liability Coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. **Fide lity Bond** or **Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. Professional Liability/Errors & Omissions/Malpractice Coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of

CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State

Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

The total number of annual instructional minutes shall be at least equivalent to the total number of annual

instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

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

financial responsibility of CONTRACTOR.

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

When CONTRACTOR is a NPA:

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuantto LEA and State and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates, and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

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

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

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

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

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken

by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34

C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3)

times per year.

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to students under the

federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

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

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

45. STAFF QUALIFICATIONS

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a

high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

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

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

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

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA

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

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

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

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

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved

(i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legalrequirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

(5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract shall be mediated with both parties paying their own costs for the mediation.

58. PAYMENT FROM OUTSIDE AGENCIES

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

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

PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

60. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified

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

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

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

61. RATE SCHEDULE

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

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

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

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

62. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

- 2) 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 rederal agency, and
- Has/have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of officers or commission of embezzlement, theft, forgery, bribery, faisification or destruction or records, making false statements, tax evasion, or receiving stolen property; and are not presently indictive for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

CONTRACTOR	LEA	
Lodi Children's Therapy	Galt Joint Union Elemen	tary School
Nonpublic School/Agency	LEA Name	
B& Macy Schallbyn 8/16/2	By:	Date
Signature Date Tracy Schallberger, OTR/L, Partner	Signature Galt Joint Union Elen	nentary School District
Name and Title of Authorized	Name and Title of Au	
Representative	Representative	

	Notices to LEA shall	be addressed to	
Name and Title: I	onna Mayo, Director of Educational	Services	
LEA: Galt Joint 1	Jnion Elementary School District		
Address: 1018 C	Street, Suite 210	***	
City: Galt	State: California	Zip: 95632	
Phone : 209-744-454	15x.303 Fax: 209-744-4554		
Email: dwbitlock	@galt.k12.ca.us		

	Additional LEA Notification	(Required if completed)
Name and Title: St	ephanie Gutierrez, Program Specia	list
Address: 1018 C S	treet, Suite 210	1 6 J 7 B
City: Galt	State: California	Zip: 95632
Phone: 209-744-454	5x.339 Fax: 209-744-4554	21p. 73032
Email: sgutierrez	@galt.k12.ca.us	

Name and Title: Tracy Schallbo	erger, OTR/L, Partner	
NPS/A: Lodi Children's Thera	py	
Address: PO Box 621		
City: Woodbridge	State: CA	Zip: 95258
Phone: 209-747-7178	Fax:	

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CO	NTRACTOR:		
The CO	NTRACTOR CDS NUMBER:		
PER E	O CODE 56366 – TEACHER-TO-PUPIL RATIO:		
Maximu	ım Contract Amount		
Educati	on service(s) offered by the CONTRACTOR and the charg	ges for such service(s) during	the term of this contract shall be as follows:
1)	Daily Basic Education Rate:		
2)	Inclusive Education Program (Includes Educational Counseling (not ed related ments) Planning, and Occupational Therapy as specified on the DAILY RATE:	student's IEP.)	Language services, Behavior Intervention
3)	Related Services:		
SERVIC	<u>E</u>	<u>RATE</u>	PERIOD
Intensive	e Individual Services (340)		A-1
Languag	ge and Speech (415)		
Adapted	Physical Education (425)		
Health a	and Nursing: Specialized Physical Health Care (435) Health	n and Nursing: Other Services	3 (436)
Assistive	Technology Services (445)	y	
Occupat	ional Therapy (450)	124.00	hourly
Physical	Therapy (460)	124.00	hourly
Individua	al Counseling (510)	·	
Counsel	ing and Guidance (515)		·
Parent C	Counseling (520)	<u> </u>	
Social V	Vork Services (525)		· · · · · · · · · · · · · · · · · · ·
Psychological	ogical Services (530)	<u></u>	
Behavio	r Intervention Services (535)		
Snacialia	ed Services for Low Incidence Disabilities (610)		-
	ed Deaf and Hard of Hearing (710)		
-	2.1.1.1		

Interpreter Services (715)		· ·
Audiological Services (720)		
Specialized Vision Services (725)	-	
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		:
Mentoring (860)	-	
Travel Training (870)		
Other Transition Services (890)		
Transportation Services		8
Other (900)	(
Please Provide Additional Cost Information (I	Mileage, IEP Attend	lance, Etc.):
Description:	Rate:	Period:
DOCUMENTATION, TRAVEL TIME, IEP ATTENDANCE,	124.00	Hourly
TREATMENT PLANNING, STAFF TRAINING	<u> </u>	(<u> </u>
	4	· · · · · · · · · · · · · · · · · · ·
		8
		1.



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

#8

The Stepping Stones Group

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

	Contract Year: 2022-23	
	LEA:	Galt Joint Union Elementary School District
Nonpub	olic School :	
Nonpul	olic Agency: Tl	he Stepping Stones Group
Type of Co	ontract:	
X	Master Contracterm of this Con	t for fiscal year with Individual Service Agreements (ISA) to be approved throughout the intract.
		ter Contract for a specific student incorporating the Individual Service Agreement (ISA) f this Individual Master Contract specific to a single student.
		e Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days

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LEA: Galt Joint Union Elementary School District

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

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Galt Joint Union Elementary School District hereinafter referred to as the local educational agency ("LEA") or "District" and The Stepping Stones Group (nonpublic, nonsectarian school or agency), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be renegotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No

Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall

provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of State and federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and State law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State licensing office authorized to grant

licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State licensing agency, a certificate of registration with the appropriate professional organization at the national or State level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

f. "Parent" means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
- iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
- iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of

Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND

ADMINISTRATIVE GUIDELINES

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

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

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice to the other.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

Part A – Statutory Limits

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

D. Sexual Assault and Molestation Insurance

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

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

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

F. All Coverages

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

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

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

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

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

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

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

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- B. Commercial Auto Liability Coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. **Fidelity Bond** or **Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense,

damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA.

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery

of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

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

When CONTRACTOR is a NPA:

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuantto LEA and State and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates, and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

behavioral interventions to support those goals.

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

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

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency interventionis used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determinewhether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay

for the following interventions, or any other interventions similar to or like the following:

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

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade,

race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

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

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

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively,

special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

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

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

45. STAFF QUALIFICATIONS

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a

high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

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

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

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

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA

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

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

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

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

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved

(i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legalrequirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

(5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract shall be mediated with both parties paying their own costs for the mediation.

58. PAYMENT FROM OUTSIDE AGENCIES

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

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

PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

60. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified

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

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

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

61. RATE SCHEDULE

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

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

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

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

62. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

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

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

The Stepping Stones Gro	oup	Galt Joint Union Element	ary School District	
Nonpublic School/Agency		LEA Name	LEA Name	
garnemak	101C			
By:	7/22/22	By:		
Signature	Date	Signature	Date	

CONTRACTOR

Representative

	Notices to LEA shall	be addressed to	
Name and Title: I	Donna Mayo, Director of Educational	Services	
LEA: Galt Joint U	nion Elementary School District		
Address: 1018 C St	reet, Suite 210		
City: Galt	State: Californaia	Zip: 95632	
Phone:209-744-454	5x.303 Fax: 209-744-4554		
Email: dwhitlock(@galt.k12.ca.us		

Name and Title: Stephanie Gutierrez, Progr	ram Specialist
Name and Title: Stephanie Gutierrez, Program Specialist	
Address: 1018 C Street, Suite 210	
City: Galt State: California	Zip: 95632
Phone:209-744-4545x.339 Fax: 209-744-455	54

NPS/A: The Stepping Stones Group Address: 123 N. Wacker Drive, Suite 1150	
CI. CI.	
City: Chicago State: IL	Zip: 60606
Phone: 323-505-9919 Fax:	

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR The CONTRACTOR: See attached sheet The CONTRACTOR CDS NUMBER: _____ PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: Maximum Contract Amount: Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: Daily Basic Education Rate: 1) 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: 3) Related Services: **SERVICE** RATE PERIOD Intensive Individual Services (340) Language and Speech (415) \$95/hr \$90/hr Adapted Physical Education (425) Health and Nursing: Specialized Physical Health Care (435) \$85-100/hr, CSN, \$65-75 RN, \$50-60/hr LVN Health and Nursing: Other Services (436) Assistive Technology Services (445) Occupational Therapy (450) \$90-95/hr Physical Therapy (460) \$90-95/hr Individual Counseling (510) Counseling and Guidance (515) \$85-90/hr Parent Counseling (520) Social Work Services (525) \$80-85/hr \$100-110/hr Psychological Services (530) Behavior Intervention Services (535) \$45-50/hr Specialized Services for Low Incidence Disabilities (610) Specialized Deaf and Hard of Hearing (710) \$90/hr

Interpreter Services (715)	\$62-72/hr	
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)	\$90/hr	
Specialized Orthopedic Services (740)		-
Reader Services (745)		÷: #=
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)	<u> </u>	-
College Awareness (820)		wi)
Work Experience Education (850)	-	-0
Job Coaching (855)	,	<u> </u>
Mentoring (860)	2	<u></u>
Travel Training (870)	2	
Other Transition Services (890)		* *
Transportation Services	•	
Other (900)		en 4:
Please Provide Additional Cost Information (Notes Description:	/lileage, IEP Attend	dance, Etc.): Period:
Additional services we can provide listed on attached rate	sheet	
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Galt Joint Union Elementary School District

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

Nonpublic, Non-Sectarian School/Agency Services

#9
Ro Health

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

Contract Year: 2022 - 2023 LEA: Galt Joint Union Elementary School District Nonpublic School : Ro Health, LLC 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. Extension of the Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days at the sole discretion of the LEA and in accordance with Section 4 of this Master Contract. Expiration Date:_____

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LEA: Galt Joint Union Elementary School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Ro Health

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Galt Joint Union Elementary School District referred to as the local educational agency ("LEA") or "District" and the Ro Health, hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for specialeducation and/or related services provided to any LEA student, or CONTRACTOR to provide such specialeducation and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification

and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be renegotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently

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executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of State and federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and State law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the

California Department of Consumer Affairs or other State licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State licensing agency, a certificate of registration with the appropriate professional organization at the national or State level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

f. "Parent" means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
- iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
- iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

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

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice to the other.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

\$2,000,000 per occurrence

\$ 500,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal & adv. Injury

\$4,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

Contractor's general liability policies shall be primary and shall not seek contribution from the

District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20 26 (or equivalent) to provide that the District and its officers, officials, employees, and agents shall be additional insureds under such policies.

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

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

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

Part A – Statutory Limits

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

D. Sexual Assault and Molestation Insurance



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

three million dollars (\$3,000,000)

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

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

F. All Coverages

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

G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- B. Commercial Auto Liability Coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. Fidelity Bond or Crime Coverage shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. Professional Liability/Errors & Omissions/Malpractice Coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimumlimits of \$55,000,000 per occurrence.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

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

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

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

When CONTRACTOR is a NPA:

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuantto LEA and State and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates, and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency interventionis used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determinewhether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

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

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

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

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

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively,

special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

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

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

45. STAFF QUALIFICATIONS

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a

high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

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

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

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

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA

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

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

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

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

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved

(i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legalrequirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

(5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

within five (5) days of such confirmation; (h) CONTRACTOR receives payment fromMedi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract shall be mediated with both parties paying their own costs for the mediation.

58. PAYMENT FROM OUTSIDE AGENCIES

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

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

PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

60. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified

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

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

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

61. RATE SCHEDULE

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

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

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

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

62. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

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

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

CONTRACTOR

LEA

Ro Health, LLC			Galt Joint Union Elementary School District				
Nonpublic School/Age	ncy	LEA	A Name				
By: Signature	7/12/2022 Date	By:	Signature	Date			
Lisa Butts, Conti Name and Title of Representative	ract, Lic. & Ins. Adm. Authorized			or of Eduactional Services uthorized Representative			

	Notices to LEA shall	be addressed to	
Name and Title: D	onna Mayo, Director of Educational	Services	
LEA: Galt Joint U	nion Elementary School District		
Address: 1018 C S	treet, Suite 210		
City: Galt	State: California	Zip: 95632	
Phone: 209-744-45	45x.303 Fax: 209-744-4554		
Email: dwhitlock	@galt.k12.ca.us		

	Additional LEA Notification	(Required if completed)
Name and Title: S	tephanie Gutierrez, Program Specia	list
Address: 1018 C S	street, Suite 210	
City: Galt	State: California	Zip: 95632
Phone: 209-744-454	5x.339 Fax: 209-744-4554	
Email: sgutierreze	@galt.k12.ca.us	

Notices to CONTRACTOR shall be addressed to:

Name and Title: Attn: Abigail Johnston, General Counsel

NPS/A: Ro Health, LLC

Address:340 S. Lemon Ave., PMB #1884

City: Walnut

State: CA

Zip: 91789-2706

Phone: 888-552-9775

Fax: 888-607-2889

Email: contracts@rohealth.com

EXHIBIT A: 2022-2023 RATES

4.1	RATE SCHEDULE FOR CONTRACT YEAR									
The CO	NTRACTOR:									
The CO	NTRACTOR CDS NUMBER:									
PER ED	CODE 56366 – TEACHER-TO-PUPIL RATIO:									
Maximu	m Contract Amount:									
Education	on service(s) offered by the CONTRACTOR and the charge	s for such service(s) duri	ng the term of this contract shall be as follows:							
1) Daily Basic Education Rate:										
2)	2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:									
3)	Related Services:									
SERVIC	<u>E</u>	RATE	PERIOD							
Intensive	e Individual Services (340)	-	:							
Languag	e and Speech (415)									
Adapted	Physical Education (425)		-							
Health a	nd Nursing: Specialized Physical Health Care (435)									
Health a	nd Nursing: Other Services (436)									
Assistive	Technology Services (445)		-							
Occupat	ional Therapy (450)		-							
Physical	Therapy (460)		-							
Individua	al Counseling (510)									
Counsel	ing and Guidance (515)									
Parent C	counseling (520)									
Social W	fork Services (525)		·							
Psycholo	ogical Services (530)									
Behavior	Intervention Services (535)									
Specializ	red Services for Low Incidence Disabilities (610)									
Specializ	red Deaf and Hard of Hearing (710)									

Interpreter Services (715)		<u> </u>
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)	3	
Work Experience Education (850)	<u></u>	
Job Coaching (855)		
Mentoring (860)	4	
Travel Training (870)		
Other Transition Services (890)		
Transportation Services		
Other (900)		
Please Provide Additional Cost Information (N	fileage, IEP Attend	dance, Etc.):
Description:	Rate:	Period:
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ROHEALTH



PERSONNEL HOURLY RATES FOR CLIENT

Nursing, Beh	avioral, and Therapy
Credentialed School Nurse (RN)	\$100.00/hour
Public Health Nurse (PHN)	\$100.00/hour
Vision and/or Hearing Screening (RN)	\$85.00/hour
Administration / Data Entry	\$40.00/hour
Administration / Data Entry Lead	\$50.00/hour
Certified Nursing Assistant	\$40.00/hour
Registered Nurse (RN)	\$70.00/hour
Licensed Vocational Nurse (LVN)	\$55.00/hour
Para-Educator	\$40.00/hour
Behavior Certified Aid	\$45.78/hour
Registered Behavioral Technician (RBT)	\$52.32/hour
Board Certified Behavior Analyst (BCBA)	\$110.00/hour
School Psychologist	\$100.00/hour
Clinical Therapist (LMFT/LCSW)	\$100.00/hour -\$120.00/hour
Speech-Language Pathologist (SLP)	\$90.00 - \$100.00/hour
Occupational Therapist (OT)	\$85.00 - \$100.00/hour
Physical Therapist (PT)	\$95.00 - \$105.00/hour



CONSENT CALENDAR ASES

g. 2022-23 After School Education and Safety (ASES) Program Memorandum of

Understanding (MOU) Between GJUESD and the City of Galt

MEMORANDUM OF UNDERSTANDING

Between

Galt Joint Union School District and the City of Galt For the 2022-23 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 2022-23 school year, beginning August 8, 2022 and ending June 1, 2023.
 - b. The DISTRICT will serve as the fiscal agent for the State awarded ASES grant funding pursuant to Education Code section 8482.3.
 - c. The DISTRICT will operate and maintain the PROGRAM.

The CITY will be responsible for managing CITY employees performing work for the PROGRAM in accordance with the budget attached hereto and incorporated herein as <u>Exhibit A for a total</u> amount of **\$93,040.44** for the 2022-2023 school year, beginning August 8, 2022 and ending June 1, 2023.

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

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

- b. The DISTRICT will provide a multi-purpose room, classroom or meeting space at each school site, along with custodial services for the PROGRAM space.
- c. The DISTRICT will provide an Academic Coordinator at each PROGRAM site to help implement and monitor the educational and literacy elements of the ASES grant. The Academic Director coordinates, manages, 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.
- 1. The CITY will handle payroll for CITY employees, provide liability insurance and maintain workers compensation certifications for its employees working in the PROGRAM as required by law for the period of August 8, 2022 and ending June 1, 2023.
- 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 15h 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 October 15, 2022; December 15, 2022 and March 15, 2023. 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.

- 1. 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 2022-23 school year, beginning August 8, 2022 and ending June 1, 2023.
- 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 8, 2022 to June 1, 2023 and may be extended upon a written agreement between DISTRICT and CITY.

Signatures of Authorized Representatives	s:
District Superintendent	Lorenzo Hines, Jr.
Galt Joint Union School District	City Manager, City of Galt
Fina Hubert	Frank Splendorino, Interim Attorney
City Clerk, City of Galt	City of Galt

EXHIBIT A

City of Galt Budget: August 8, 2022 – June 1, 2023

20:1 Recreation Worker II Statutory Benefits (Social Security, Medicare, etc.)	\$71,347.50 \$6,718.08
Total Salary/Benefits	\$78,066.58
City Costs	
Central Services (18.11%)	\$14,137.86
Fingerprinting	\$320.00
CPR/FA Training \$43 x 11 (staff & subs)	\$516.00
Total City Costs	\$14,973.86

Total ASES Costs \$93,040.44



CONSENT CALENDAR

Out of State Conference Attendance

h. The 6th Annual Conference of the Reading League

The Reading League is dedicated to Bringing the Science of Reading to Light globally. The Reading League's 6th Annual Conference is in Syracuse, NY. Educators will have access to 40+ breakout sessions from various leaders and changemakers across the globe.

Attendees: Colleen Wilson and Stefani Khan

Conference Dates: October 20-21, 2022

Location: The Oncenter, Syracuse, New York

Approximate Cost: \$6,000 (registration, hotel, airfare, etc.)

Funding Source: ESSER III



4:30 PM to 6:30 PM

Everson Museum

All Attendee Reception

Bringing the Science of Reading to Light

Conference Schedule

Early Arrival - Wedneso	day, Octo	ber 19, 2022								
TIME LOC	CATION	DETAILS	TAILS							
4:00 PM to 5:30 PM Onc	enter	Early Registration (Use Sta	ite Street Entrance)							
5:30 PM to 7:00 PM Balli	room West	The Right to Read - Private	e Movie Screening							
Conference Day 1 - Thu	ursday, C	October 20, 2022								
TIME LOCATION DETAILS										
8:30 AM to 9:15 AM Onc	enter	Check In/Registration								
	Opening Address and Keynote									
9:30 AM to 11:30 AM Civid	c Center Th	eater Dr. Shawn Anthony Robins	son: Life, Learning, and the Pursuit of Rea	ding: The 18-year Journey						
	Dr. Nicole Patton Terry: Delivering on the Promise of the Science of Reading for All Learners									
11:30 AM to 11:45 AM Oncenter Break - Walk to Oncenter										
11:45 AM to 12:45 PM				Breakout Session #1						
Ballroom East	В	Ballroom West	Meeting Room 1/2/3	Meeting Room 4/5/6	Meeting Room 7/8	Meeting Room 9/10				
Dr. Heidi Anne Mesmer The Science of Decodables: Why: How?	? When? F	Dr. Lucy Hart Paulson Phonemic Awareness Phacts and Phun	Dr. Nancy Mather Assessment of Dyslexia: Constructs and Challenges	Joan Sedita The Writing Rope: A Framework for Evidence-Based Writing Instruction	Lisa Klein Improving Adolescent Literacy: Effective Classroom and Intervention Practices	Leslie Zoroya and Jessica Sullivan Filling in the Gaps: Implementing the Science of Reading in the Secondary Classroom				
12:45 PM to 1:45 PM Exhi	ibit Hall A	Lunch & Book Signings: Dr	: Shawn Anthony Robinson, Joan Sedita,	and Lyn Stone						
1:50 PM to 2:50 PM				Breakout Session #2						
Ballroom East	В	Ballroom West	Meeting Room 1/2/3	Meeting Room 4/5/6	Meeting Room 7/8	Meeting Room 9/10				
Dr. Shawn Anthony Robinson Word Analysis for Adolescence	li B	Judith Dodson nstruction That Can Change the Brain: Building Neural Pathways for Skilled Reading	Dr. Michelle Storie, Dr. Laurice Joseph, Dr. James McDougal, Theresa Gillespie, and Lauren Guilds Shining a Light on Dyslexia Screeners: The Pros and the Cons	Janee' Butler Attending to Working Memory in the Word Analysis Phase	Lavinia Mancuso The Science of Reading and English Language Learners	Julie Burtscher Brown and Sherry Sousa No Time to Waste: The Science of Reading for Young Adults				
3:00 PM to 4:00 PM				Breakout Session #3						
Ballroom East	В	Ballroom West	Meeting Room 1/2/3	Meeting Room 4/5/6	Meeting Room 7/8	Meeting Room 9/10				
Dr. Pam Kastner, Erin Eighmy, an Tambra Isenberg The Power of How: Using Instruct Routines to Maximize Student Lea	tional C	yn Stone The Grammar/Text Generation Connection	Dr. Lillian Durán The Importance of Dual Language Assessment in Early Literacy	Dr. Marisa Stukey Ramirez, Dr. Lenora Forsythe, and Andreia Simon Where the Science of Learning Meets the Science of Reading: Unpacking the Fuilance	Brent Conway and Jen Hogan Implementing a New High Quality Literacy Curriculum? How to Avoid the "Balanced Literacy Hangover"	Altheria Caldera Equitable Approaches to Reading Instruction				

Evidence



Bringing the Science of Reading to Light

Conference Schedule

0f D	. O F.:: J	0-4-101 0000
Conference Day	/ Z - Friday,	October 21, 2022

TIME LOCATIO	N DETAILS				
8:30 AM to 9:00 AM Exhibit Ha	II A Breakfast and Check In				
9:00 AM to 10:00 AM			Breakout Session #4		
Ballroom East	Ballroom West	Meeting Room 1/2/3	Meeting Room 4/5/6	Meeting Room 7/8	Meeting Room 9/10
Nancy Eberhardt and Dr. Margie Gillis Shining a Light on the Sentence: The Integral Role that Syntax Plays in Text Comprehension	Dr. Stephanie Stollar, Sharon Dunn, Diane Bryson, and Laura Stewart Using MTSS to Bring the Science of Reading to Light: How to Improve Reading Outcomes Against All Odds	Dr. Tanya Serry and Dr. Pamela Snow Transforming Evidence Into Practice for Reading and Spelling Instruction: A Descriptive Study of Six Victorian Schools in Australia	Dr. Stephen Truch What is Reading? What's the "Go of It"?	Dr. Alicia Roberts-Frank and Dr. Louis Gates Hidden in Plain Sight: A Decoding Singularity that Reveals the Transparency of English Orthography	Nicole Kingsland Developing Translation Skills Acrothe Curriculum: Best Practices for Diverse Learners
10:10 AM to 11:10 AM			Breakout Session #5		
Ballroom East	Ballroom West	Meeting Room 1/2/3	Meeting Room 4/5/6	Meeting Room 7/8	Meeting Room 9/10
Dr. Anita Archer Providing Reading Interventions for Students in Grades 4-9: What Research Tells Us Dr. Katharine Pace Miles Improving Preservice Training a Striving Reader Outcomes Usin Evidence-based Program		Dr. Amy Murdoch, Rosie Warburg, and Maria Aielli The Power of Early Intervention, Implementing Multi-Tiered Systems of Support in Preschool	Dr. Allison Peck What is Oral Language? Let's Build the Understanding of Oral Language and the Connection and Impact on Student Writing	Dr. Shelley Blackwell How the Reading Brain Learns to Spell: Instruction and Assessment	Rhonda Ayers, Dr. Mary Dahlgren, and Nikki Baker Transform Instruction with Beginni Sound Walls: Strategies and Inspiration
11:10 AM to 12:10 PM Exhibition	Hall A Lunch & Book Signings: D	r. Louisa Moats, Dr. Anita Archer, and Dr. I	Deborah Glaser		
12:20 PM to 1:20 PM			Breakout Session #6		
Ballroom East	Ballroom West	Meeting Room 1/2/3	Meeting Room 4/5/6	Meeting Room 7/8	Meeting Room 9/10
Dr. Suzanne Carreker Structured Literacy: Applying the Science of Reading in the Classroom to Enhance Language Comprehension Dr. Marnie Ginsberg The Decoding Strategy You Never Heard of and Why It Matters for Instruction: Set for Variability		Dr. Margie Gillis Lighting the Way to Close the Gap: Five Lessons Learned from Twenty-Two Years on the Ground	Dr. Carolyn Strom Cortex in the Classroom: Refining Professional Knowledge for Preschool Teachers Using the Neuroscience of How Children Learn to Read	Kelli Johnson Reading Buddies: A Television Show to Bridge the Opportunity Gap for Our Most Vulnerable Learners	Dr. Siobhan Dennis, Dr. Julia Carls and Lena Kim Acceleration: An Approach to Clos Early Literacy Learning Gaps
1:30 PM to 2:30 PM			Breakout Session #7		
Ballroom East	Ballroom West	Meeting Room 1/2/3	Meeting Room 4/5/6	Meeting Room 7/8	Meeting Room 9/10
Dr. Deborah Glaser Morphology Across the Grades: Understanding the Development of Morphology and Teaching It	Dr. Lorraine Hammond Defying the Odds to Teach Reading: The Role of Teacher Knowledge, the Language of Instruction, and Fast- Paced Explicit Teaching Routines	Dr. Julie Klingerman DIY Morphology – Ways To Building Morphological Awareness Into Your Current ELA Block	Michelle Elia Scaffolding Complex Texts, Instructional Strategies for Equitable Access to Rigorous Content	Dr. Tina Daniel Breaking New Ground: Foundations of Teacher Professional Knowledge Set the Foundations for Early Reading Improvement and Social Justice	Melissa Klug, Jeanie Hertzler, and Amy Cavalier SOR-ing with Structured Literacy: T WHAT and the HOW
2:30 PM to 3:00 PM Exhibit Ha	II A Snack Break				

Dr. Anita Archer: Do the Best You Can Until You Know Better

CONSENT CALENDAR

i. SCHOOL FUNDRAISERS

2022-23

	January	February	March	April	May	June	July	August	September	October	November	December
Fairsite												
Elementary and School												
Readiness			Sees Candy for						Kona Ice for	Kona Ice for	Kona Ice for	
Center			classroom use						school-wide use		school-wide use	
										Popcornopolis		
										for classroom use		
										use		
Greer									Kona Ice for	Color Run for	Kona Ice for	
Elementary									school-wide use		school wide use	
-												
										Fall Festival for		
										school-wide use		
Lake Canyon	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for	Kona Ice for
Elementary		school-wide use	school-wide use	school-wide use	school-wide use	school-wide use		school-wide use	school-wide use	school-wide use		school-wide use
z.c.neneury	ScSOI WIGE USE	School Wide use	School Wide use	School wide use	School Wide use	School wide use	SCOOI WIGE USE	School Wide use	School Wide use	School Wide use	School Wide use	School Wide use
						Annual Color						
						Run for school-						
						wide use						
									Kanada far	lana than fan	Cookie Dough	
Marengo Ranch Elementary									Kona Ice for school-wide use	Jog-a-thon for school-wide use	Sales for school- wide use	
Liementary									scriooi-wide use	scriooi-wide use	wide use	
										Kona Ice for	Kona Ice for	
										school-wide use	school-wide use	
				Pancake								
		Nature's Vision		Breakfast for								
Valley Oaks Elementary	for 6th grade Sly Park	for 6th grade Sly Park		6th grade Sly Park					Kona Ice for school-wide use	Kona Ice for	Kona Ice for school-wide use	
Liementary	raik	raik		rdik					scriooi-wide use	Popcornopolis	Popcornopolis	
										for school-wide		
										use	use	
											Sees Candy for	
											6th grade Sly Park	
											Fdik	
River Oaks	PTA Family							Kona Ice for	PTA Coins for		Kon Ice for	PTA Holiday
Elementary	Bingo Night							school-wide use	Classroom	Fall Festival	school-wide use	Store (no profit)
	_								PTA Color Run			
									for school-wide	Kona Ice for		Kona Ice for
				-		 		 	use	school-wide use	-	school-wide use
						1		1	Kona Ice for	1		
									school-wide use			
										MoMo Gift		
										Wrap and		
McCaffrey										Popcorn for		
Middle										school-wide use		



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:	September 21, 2022	Agenda Item: 212.347 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter:	Lois Yount	Action Item: XX Information Item:
The Board will have the opportunity to address any items that are moved from the consent calendar.		



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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.348 Board Consideration of Student Expulsion Case No. 21/22-04
Presenter:	Donna Mayo-Whitlock	Action Item: XX Information Item:

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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.349 Board Consideration to Nominate California School Boards Association (CSBA) Directors- at-Large Asian/Pacific Islander and Hispanic
Presenter:	Lois Yount	Action Item: XX Information Item:

Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted through Friday, September 30, 2022.

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, November 30 at the Marriott Marquis San Diego Marina. Directors-at-Large serves two-year terms and takes office immediately upon the close of the Association's Annual Education Conference, December 3, 2022.

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.



TIME SENSITIVE, REQUIRES BOARD ACTION DEADLINE Friday, September 30, 2022 Please deliver to all members of the governing board.

August 1, 2022

MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education

FROM: Dr. Susan Heredia, CSBA President

SUBJECT: Call for Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted through Friday, September 30, 2022. Information, including required forms, related to the nomination and election process are available online, please visit www.csba.org. Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction. All newly elected Directors-at-Large should plan to attend a required orientation at CSBA Offices in West Sacramento on Monday, December 12.

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 elections will take place at CSBA's Delegate Assembly meeting on Wednesday, November 30 at the Marriott Marquis San Diego Marina. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 3, 2022.

A valid nomination includes the following and are required to be submitted no later than Friday, September 30, 2022 via U.S. Postal Service postmark or emailed to nominations@csba.org by 11:59 p.m.

Nomination form from a member board: A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.

Nominees are required to submit the following candidate materials by 11:59 p.m. on Friday, October 14, 2022:

- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- Two letters of recommendation: A one page, single-sided, letter addressed to CSBA President Dr. Susan Heredia. Recommendation letters may be from:
 - 1) A CSBA member district or county office of education (COE) board <u>if letter is signed by the Superintendent, it must state it is being submitted "on behalf of the board."</u>
 - 2) An individual board member from a CSBA member district or COE board
 - 3) Another association of school or county office of education board members
- An optional, one-page résumé from the nominee.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. More information about the Directors-at-Large nomination and election process, as well as required documents, may be found at www.csba.org.

Thank you.

2022 csba 👺

Director-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

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 who has consented to be nominated. It is the responsibility of the nominating board to obtain permission prior to making the nomination.

The deadline for the nomination form is Friday, September 30, 2022.

Please submit a separate nomination form for each position nominated.

The governing board of the	School District or County Office
Board of Education voted to nominate	as a candidate for
(Nom the following Director-at-Large position:	inee name)
□ Director-at-Large, Asian/Pacific Islander□ Director-at-Large, Hispanic	
The nominee is a member of the	School District or County Office Boar
of Education, which is a member of CSBA. The nomin	ee has been contacted and given permission
be nominated.	
Signature of the Board Clerk or Board Secretary	 Date

Please submit this nomination form by choosing only ONE of the following options:

E-mail: nominations@csba.org – due by 11:59 p.m. Fri. 9/30/22

FAX: Attn: Executive Office – CSBA Pres. – 916.371.3407 no later than Fri. 9/30/22

U.S. Mail Postmarked by US Postal Service no later than Fri. 9/30/22

Dr. Susan Heredia, CSBA President California School Boards Association

3251 Beacon Blvd. | West Sacramento, CA 95691

2022 Director-at-Large, Asian/Pacific Islander and Hispanic Candidate Form



Deadline: Please submit this Candidate Form via e-mail to nominations@csba.org by **Friday, October 14, 2022.** Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691. Submission of this completed form is required for all Director-at-Large candidates. Do not submit your answers on a separate page.

required for all Director-at-Large candidates. Do not submit your answers on a separate page.				
I AM RUNNING FOR:				
Name:	Region:			
District or COE:	Years on board:	ADA:		
Contact Number:				
Profession:				
 CSBA's Board of Directors is the governing body f strength as an organization and what can the Boa 				
strength as an organization and what can the boo	ard of Directors do to make it evens	stronger:		
2. Given the governing roles and responsibilities for	the Reard of Directors to set direct	ion and provide leadership		
please describe the skills and experiences you wo		ion and provide leadership,		

Date

Signature



Frequently Asked Questions re Election to CSBA's Board of Directors for 2022-2024 Term as a Director-at-Large

How many Directors-at-Large are there? There are 5 Directors-at-Large – African American, American Indian, Asian/Pacific Islander, Hispanic, and County. In addition, there are 4 officers, 21 Regional Directors, and the President of the California County Boards of Education (CCBE) who serves a one-year term.

Which Director-at-Large positions are up for election? In even-numbered years, the Directors-at-Large, Asian/Pacific Islander and Hispanic are elected. In odd-numbered years, Directors-at-Large, African American, American, and County.

Who can run for Directors-at-Large? Any board member from a CSBA-member district or county office of education board, but please note that Standing Rule 108 prohibits simultaneous service on state-wide boards that represent the education community such as those that represent labor, parents, special interests, or other areas of the school governance community.

Who can nominate the Directors-at-Large? Any district or county office of education whose board is a member of CSBA.

When are nominations due? Nomination forms are due from member boards on or before *Friday*, *September 30*, **2022 by 11:59 p.m.** via U.S. Postal Service postmark or emailed to nominations@csba.org. A valid nomination includes the following:

Nomination form: A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.

When are candidate materials due? Candidate materials are due from Director-at-Large nominees on **Friday, October 14, 2022 by 11:59 p.m.** via U.S. Postal Service postmark or emailed to <u>nominations@csba.org</u>. A completed nomination packet includes:

- > Candidate Form: A signed, and dated candidate form completed by the nominee.
- > Two letters of recommendation: A one page, single-sided, letter addressed to CSBA President Susan Heredia. Recommendation letters must be from:
 - 1) A CSBA member district or county office of education (COE) board <u>if letter is signed by the Superintendent, it must state it is being submitted "on behalf of the board."</u>
 - 2) An individual board member from a CSBA member district or COE board; and
- An optional, one-page résumé from the nominee may be submitted.

When and where are the elections? Wed., Nov. 30 at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego.

How long does a Director-at-Large serve on the Board? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show. Directors-at-Large

may run for re-election if they choose to.

When and Where are the required meetings for CSBA Directors? There are five Board meetings each year held over a weekend, except for the meetings in May and late November/early December when the meetings are held on a single day. The meeting in late January/early February takes place at a determined offsite location while the meetings in late March/early April and late September/early October typically take place at the CSBA office in West Sacramento. The May meeting takes place in Sacramento the day before the Delegate Assembly meeting. In 2023, the December meeting will take place in San Francisco, the day before the Delegate Assembly meeting, followed by the Annual Education Conference. There are two Delegate Assembly meetings scheduled, as noted in May and late November/early December in host city of the Association's Annual Education Conference.

What do Directors do? Members of the Board of Directors establish the vision, mission and goals for the Association, ensure that Association activities and programs remain focused on those goals and the issues identified in the Policy Platform. They provide advocacy on behalf of children, public education, local boards and the Association; serve on committees, receive reports and updates on major programs. They also provide two-way communication with Delegate Assembly members and local board members, and support and participate in the Association's activities and events.

In addition, the Board has corporate duties to adopt the Association's budget; adopt and amend the Association's Standing Rules; receive reports on corporate operations; approve the hiring and terms of employment of the CEO & Executive Director, upon recommendation of the Executive Committee; comment annually on the performance, and act on the contract of the CEO & Executive Director, upon recommendation of the Executive Committee; and abide by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy, as adopted by the Board of Directors.

8/2022 - For questions or additional information, please contact CSBA's Executive Office at (800) 266-3382. S:\EO\Nominations & Elections\BOD\Directors at Large\Even Number Years\2022\Directors-at-Large FAQ.docx



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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.350	
		Board Consideration of Approval of Resolution No. 1;	
		Authorization to Adopt California Uniform Public	
		Construction Cost Accounting Act Procedures and	
		Related Items ("CUPCCAA") and Related Board Policy	
		and Administrative Regulation 3311.1; Uniform Public	
		Construction Cost Accounting Procedures	
Presenter:	Lois Yount	Action Item: XX	
		Information Item:	

It is recommended that the Board approve Resolution No. 1 - A Resolution of the Board of Education of the Galt Joint Union Elementary School District Authorizing Adoption Under Public Contract Code Section 22030 of the California Uniform Public Construction Cost Accounting Act, Directing the District to Notify the State Controller of Such Adoption, and Approving Amendment of Board Policy 3311.1 and Administrative Regulation 3311.1 to Implement CUPCCAA.

DESCRIPTION: The Board is asked to approve Resolution No. 1, which will authorize the implementation of CUPCCAA on behalf of the District.

The Board is committed to promoting public accountability and ensuring prudent use of public funds. To this end, the State of California's CUPCCAA establishes uniform cost accounting procedures and alternative bidding procedures applicable to public agencies such as the District, that chose to become subject to CUPCCAA.

If established, CUPCCAA would allow the District to perform public projects, maintenance work, and any other work that does not fall within the definition of "public project" totaling \$60,000 or less with its own workforces (force account), by negotiated contract, or by purchase order. For public projects, maintenance work, and other non-public projects of \$200,000 or less, CUPCCAA would provide the District with a streamlined informal bidding procedure. For public projects, maintenance work, and other non-public projects in excess of \$200,000, CUPCCAA would require a modified formal bidding procedure.

CUPCCAA provides public agencies more leeway in the execution of these projects, speeds up the award process, reduces the time, effort, and expense associated with bidding small projects, expedites project delivery, and simplifies administration.

CUPCCAA is a voluntary program. Should the Board choose to enable the District to become subject to CUPCCAA, the State Controller will be notified of the District's choice. Board Policy 3311.1 and Administrative Regulation 3311.1 would also be amended in order to implement CUPCCAA's alternative bidding procedures.

FISCAL IMPACT: None at this time. Contracts awarded under CUPCCAA will be funded from revenue including bond funds, and state funds, and developer fees.

RESOLUTION # 1

RESOLUTION OF THE BOARD OF EDUCATION OF THE GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING ADOPTION UNDER PUBLIC CONTRACT CODE SECTION 22030 OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") PROCEDURES, DIRECTING THE SUPERINTENDENT TO NOTIFY THE STATE CONTROLLER OF SUCH ADOPTION, AND APPROVING BOARD POLICY 3311.1 AND ADMINISTRATIVE REGULATION 3311.1 TO IMPLEMENT CUPCCAA

WHEREAS, prior to the passage of Assembly Bill No. 1666, Statutes 1983, Chapter 1054, Section 1, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, known as CUPCCAA, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies;

WHEREAS, CUPCCAA established such a uniform cost accounting standard;

WHEREAS, the California Uniform Construction Cost Accounting Commission ("Commission") established under CUPCCAA has developed uniform construction cost accounting policies and procedures for implementation by local public agencies in the performance of or in contracting for construction of public projects;

WHEREAS, the Galt Joint Union Elementary School District ("District") desires to become subject to CUPCCAA;

WHEREAS, the District wishes to utilize CUPCCAA's alternative bidding procedures not only with respect to public projects (as defined in Public Contract Code section 22002(c)) but also with respect to maintenance work (as defined in Public Contract Code section 22002(d)) and any other work that does not fall within the definition of "public project," pursuant to Public Contract Code section 22003; and

WHEREAS, the District finds that utilizing the procedures outlined by CUPCCAA and promulgated by the Commission may save administrative time and expense and will be in the best interest of the District.

NOW, THEREFORE, the Board of Education of the Galt Join Union Elementary School District does hereby resolve, determine, and order as follows:

Section 1. Recitals. That all recitals contained herein are true and correct.

Section 2. Adoption. To adopt, pursuant to Public Contract Code section 22030, CUPCCAA procedures and the procedures set forth in the Commission's Cost Accounting Policies and Procedures Manual, as they may each from time to time be amended.

Section 3. <u>Notification</u>. To direct the Superintendent or designee to notify the State Controller of such adoption.

Section 4. Amendment. To adopt Board Policy 3311.1 and Administrative Regulation 3311.1 in order to implement CUPCCAA and comply with existing law.

PASSED AND ADOPTED by the Board of Education of the Galt Joint Union Elementary School District, on the 21st day of September 2022, by the following vote:

on of the
District

Galt Joint Union Elementary School District

CLERK'S CERTIFICATE

I, Traci Skinner, Clerk of the Board of Education of the Galt Joint Union Elementary School District, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted at a regular meeting place thereof on the 17th day of August 2022, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at Galt, California, in a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that said resolution has not been amended, modified, or rescinded since the date of its adoption; and that the same is now in full force and effect.

Dated: September 21, 2022

Clerk of the Board of Education of the Galt Joint Union Elementary School District

BP 3311.1 Uniform Public Construction Cost Accounting Procedures

In awarding contracts for public works projects involving district facilities, the Governing Board desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Projects awarded through the UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

Emergency Actions

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

AR 3311.1 Uniform Public Construction Cost Accounting Procedures

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

- 1. Public projects of \$60,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
- 2. Contracts for public projects of \$200,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
 - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
 - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bids to all construction trade journals identified pursuant to Public Contract Code 22036.
 - c. The district shall review the informal bids and award the contract, except that:
 - (1) If all bids received through the informal process are in excess of \$200,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$212,500 or less and the Board determines the district's cost estimate is reasonable.
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
- 3. Public projects of more than \$200,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

AR 3311.1 Uniform Public Construction Cost Accounting Procedures (continued)

- (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
- (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

- b. The district shall award the contract as follows:
 - (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
 - (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
 - (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

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Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.351 Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119
Presenter:	Claudia Del Toro-Anguiano	Action Item: Public Hearing: XX

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

Attachments:

1. Public Notice



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

September 6, 2022

Notice of Public Hearing Pupil Textbook and Instructional Materials Incentive Act 2022-2023

Please be advised that in accordance with the requirements of Education Code 60119(c), a public hearing will be held at the regularly scheduled meeting of the Board of Education on Wednesday, September 21st, at 7:00 p.m. at Galt Joint Union Elementary District Office, 1018 C Street, Suite 210, Galt, CA, to certify that the Galt Joint Union Elementary School District has sufficient textbooks or instructional materials, or both, in each subject, "consistent with the content and cycles of the curriculum framework adopted by the State Board".

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

6 de septiembre de 2022

Aviso de Audiencia Pública Ley de Incentivos de Libros de Texto y Materiales Estudiantil 2022-2023

Por favor, tenga en cuenta que, de acuerdo a los requisitos del Código de Educación 60119 (c), se llevará a cabo una audiencia pública en la reunión de la Mesa Directiva normalmente programada el miércoles, 21 de septiembre 2022, a las 7:00 pm en el Distrito Unificado de Escuelas Primarias de Galt , ubicado en 1018 C Street, Suite 210, Galt, Ca, para certificar que el Distrito Unificado de Escuelas Primarias de Galt tiene suficientes libros de texto o materiales de instrucción, o ambos, en cada materia, "consistente con el contenido y ciclos del marco curricular de estudios adoptado por el Consejo Estatal".

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

Posted September 6, 2022

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



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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.352 Board Consideration of Approval of Resolution No. 4; GJUESD Resolution Regarding Sufficiency of Instructional Materials
Presenter:	Claudia Del Toro-Anguiano	Action Item: XX Information Item:

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

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

Attachments:

- 1. Resolution
- 2. Instructional Materials Inventory

Galt Joint Union Elementary School District Resolution Regarding Sufficiency of Instructional Materials Resolution # 4 2022-2023

WHEREAS, the Governing Board of the Galt Joint Union Elementary School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 21, 2022 at 7:00 pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

THEREFORE, it is resolved that for the **2022-2023** school year, the Galt Joint Union Elementary School District has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

Adopted by the Board of Education of the Galt Joint Union Elementary School District at a Regular meeting of the Board of Education on September 21, 2022.

Vote:	
Ayes:	
Noes:	
Absent:	
Abstain:	
	Thomas Silva, President

Instructional Summary Inventory GJUESD 2022 – 2023

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

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



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Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.353 Board Consideration of Approval of Provisional Internship Permits for Newly Hired Educators
Presenter:	Claudia Del Toro-Anguiano	Action Item: XX Information Item:

Board Consideration of Approval of Provisional Internship Permit for Newly Hired Educators.

Employing agencies are allowed to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program. GJUESD will request that such individuals be placed on a Provisional Internship Permit.

This Public notice is in compliance with a Provisional Internship Permit request issued by the California Commission on Teacher Credentialing. It is the district's intent to employ the following employee on the basis of a Provisional Internship Permit:

Teacher	FTE	Assignment	Location	Dates
Name				
Brixey,	1.0	Resource	McCaffrey	9/7/22
Monica	FTE	Specialist	Middle/	_
		Teacher	Valley Oaks	6/1/22

Board approval is recommended.

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Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.354 Board Consideration of Approval of Side Letter of Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) Regarding Acceleration Blocks
Presenter:	Lois Yount Claudia Del Toro-Anguiano	Action Item: XX Information Item:

For the 2022-2023 school year, the second year of the Acceleration Blocks model of extended day will be offered. The model will provide small-group, targeted instruction focused on a specific skill(s) and shall begin the week of August 29, 2022.

Instruction shall take place two (2) days per week for a period of four (4) weeks.

Bargaining unit members shall be paid an hourly rate of \$80.

A side letter between the District and GEFA is attached.

Fiscal Impact: Approximately \$100,000 using Expanded Learning Opportunity Grant (ESSER III funds).

Side Letter of Agreement Between

Galt Joint Union Elementary School District (District) and Galt Elementary Faculty Association (GEFA)

Acceleration Blocks

August 23, 2022

Acceleration Blocks

For the 2022-2023 school year, a new model of extended day will be offered. The new model, **Acceleration Blocks**, will provide small-group, targeted instruction focused on a specific skill(s) and shall begin the week of August 29, 2022.

- 1. Teachers interested in participating shall identify 6-8 students in need of support and identify the specific skill(s) to be taught. The Acceleration Block could include students from the teacher's class, caseload, or from the same grade level.
- 2. Instruction shall take place two (2) days per week for a period of four (4) weeks ("Block").
 - a. With administration approval teachers can choose two days from Mondays/Tuesdays/Thursdays with the exception of the 3rd Thursday of each month (which is reserved for GEFA meetings), Take Away Tuesdays, and site staff meetings.
 - b. 1 hour of instruction/support shall be provided per day.
 - c. 30 minutes of prep shall be provided for each hour of instruction.
- 3. Bargaining unit members shall be paid an hourly rate of \$80.
- 4. Bargaining unit members shall take attendance on Acceleration Block instruction days.
- 5. Bargaining unit members shall complete the Acceleration Block Session form below for each Block indicating:
 - a. Names of students
 - b. Targeted skill(s)
 - c. Progress made
 - d. Outcome and final thoughts

This agreement shall expire June 1, 2023 unless otherwise negotiated.				
GEFA: HUYUU LOWY	GJUESD: SUS WAS			
Date: 8 26 20	Date: 8 26/22			

2022-2023

Teacher:		Grade _	Date		
Acceleration Block	Acceleration Block Dates				
	Specific Skill(s) Taught:				
			<u>Participa</u>	<u>nts</u>	
Student Name		Teacher	# of days attended	Comments	
	<u>Outcomes</u>				
What was the result of providing the 4-week targeted support? Additional thoughts?					

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Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.355 Initial Public Notice From Galt Joint Union Elementary School District To Galt Elementary Faculty Association (GEFA) PUBLIC NOTICE / "SUNSHINE"		
Presenter:	Lois Yount	Action Item: XX		

Initial Public Notice From Galt Joint Union Elementary School District

PUBLIC NOTICE / "SUNSHINE" September 21, 2022

The Galt Joint Union Elementary School District ("District") hereby presents its initial PUBLIC NOTICE "sunshine" statement in order to inform the public of matters which will be negotiated between the District and Galt Elementary Faculty Association ("GEFA"). The District will propose contract language in the following re-opener articles:

1. Compensation

a. The District will bargain to appropriately compensate employees while maintaining a fiscally sound budget. The District will, as well, bargain to attract and retain highly qualified employees.

The District will not re-open two (2) additional articles as allowed by the collective bargaining agreement.

The District may counter-propose to any changes in Articles proposed by GEFA.

The District looks forward to positive negotiations with GEFA.

7.2 Preschool Site Director may be a 1.0 FTE non-teaching position (if additional funding available). A full time Site Director shall be included within the GEFA bargaining unit. Full time responsibilities will include additional duties such as parent and student matters, IEPs and SSTs. The Site Director will not participate in the observation and evaluation process of staff.

ARTICLE XXIV TERM/LIVING CONTRACT

- A. This Agreement shall remain in full force and effective from July 1, 2016, up to and including June 30, 2018, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate the Agreement.
- B. The Galt Elementary Faculty Association (GEFA) and the Galt Joint Union Elementary School District (GJUESD) agree that the contract Articles will be considered "living" and issues may be discussed and resolved by the Interest Based Bargaining (IBB) consensus process as they arise during the contract term. Otherwise, either party may reopen compensation and two (2) additional Articles each contract year.
- C. 1. The Communications Committee shall consist of the GEFA President, Vice President and Bargaining Chairperson.

 This committee shall meet with the Superintendent and/or a designated representative (s) once a month.
 - 2. The Communications Committee and the District representatives can mutually agree to modify the frequency and attendees of the meetings. The District will provide substitute coverage for the affected teachers.



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Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.356 Board Consideration of Approval of GJUESD Actuarial Study of Retiree Health Liabilities Under GASB 74/75 For Fiscal Year-End June 30, 2022
Presenter:	Nicole Lorenz	Action Item: XX Information Item:

The District's last actuarial study presented in September 2021 was the roll forward valuation providing similar data from the last full actuarial that was presented to the Board in September 2020 using the Governmental Accounting Standards Board (GASB) 74/75. Since the full actuarial valuation is due every two years, the following report is an updated full actuarial valuation as of June 30, 2022.

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

This actuarial study of retiree health liabilities provided by Total Compensation Systems, Inc. and completed on June 30, 2022 meets the District's legal obligation under (GASB) 74/75.

Facts regarding the District's retiree health benefits:

- Our benefits are "capped" meaning that we provide a defined dollar amount to our employees/retirees to pay for benefits.
- Our benefits have a limited eligibility period.
- As of 1992 GJUESD limited "lifetime" health benefits. We no longer have active employees that are eligible for this benefit.
- We invite the participation of a retiree representative on the District Heath Benefits Committee to monitor and assist in our approach to health care benefits.
- Our "pay as you go" for this year is budgeted at \$169,250.

Actuarial Study of Retiree Health Liabilities Under GASB 74/75 Valuation Date: June 30, 2022 Measurement Date: June 30, 2022 For Fiscal Year-End: June 30, 2022

> Prepared by: Total Compensation Systems, Inc.

> > Date: August 4, 2022

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

PART I: EXECUTIVE SUMMARY

A. Introduction

This report was produced by Total Compensation Systems, Inc. for Galt Joint Union Elementary School District to determine the liabilities associated with its current retiree health program as of a June 30, 2022 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2022. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

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

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2022 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2023 measurement date is provided on page 13.

B. Key Results

Galt Joint Union ESD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2022 will be used directly for the June 30, 2022 Fiscal Year-End.

Key Results	Current Year	Prior Year
	June 30, 2022 Measurement Date	June 30, 2021 Measurement Date
	for June 30, 2022 Fiscal Year-End	for June 30, 2021 Fiscal Year-End
Total OPEB Liability (TOL)	\$5,312,891	\$5,786,764
Fiduciary Net Position (FNP)	\$0	\$0
Net OPEB Liability (NOL)	\$5,312,891	\$5,786,764
Service Cost (for year following)	\$269,646	\$315,761
Estimated Pay-as-you-go Amount (for year following)	\$169,250	\$174,905
GASB 75 OPEB Expense (for year ending)	\$375,502	\$421,146

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

Key Assumptions	Current Year	Prior Year
-	June 30, 2022 Measurement Date	June 30, 2021 Measurement Date
	for June 30, 2022 Fiscal Year-End	for June 30, 2021 Fiscal Year-End
Valuation Interest Rate	3.54%	2.16%
Expected Rate of Return on Assets	N/A	N/A
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

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

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

C. Summary of GASB 75 Accounting Results

1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2021 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2022 NOL. A more detailed version of this table can be found on page 12.

	TOL	FNP	NOL
Balance at June 30, 2021 Measurement Date	\$5,786,764	\$0	\$5,786,764
Service Cost	\$315,761	\$0	\$315,761
Interest on TOL / Return on FNP	\$126,515	\$0	\$126,515
Employer Contributions	\$0	\$174,905	(\$174,905)
Benefit Payments	(\$174,905)	(\$174,905)	\$0
Administrative Expenses	\$0	\$0	\$0
Experience (Gains)/Losses	(\$153,981)	\$0	(\$153,981)
Changes in Assumptions	(\$587,263)	\$0	(\$587,263)
Other	\$0	\$0	\$0
Net Change	(\$473,873)	\$0	(\$473,873)
Actual Balance at June 30, 2022 Measurement Date	\$5,312,891	\$0	\$5,312,891

2. Deferred Inflows and Outflows

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

Balances at June 30, 2022 Fiscal Year-End	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$0	(\$727,830)
Changes in assumptions	\$512,986	(\$539,518)
Differences between projected and actual return on assets	\$0	\$0
Total	\$512,986	(\$1,267,348)

To be recognized fiscal year ending June 30:	Deferred Outflows	Deferred Inflows
2023	\$51,547	(\$118,321)
2024	\$51,547	(\$118,321)
2025	\$51,547	(\$118,321)
2026	\$51,547	(\$118,321)
2027	\$51,547	(\$118,321)
Thereafter	\$255,251	(\$675,743)
Total	\$512,986	(\$1,267,348)

3. OPEB Expense

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

To be recognized fiscal year ending June 30, 2022	Expense Component
Service Cost	\$315,761
Interest Cost	\$126,515
Expected Return on Assets	\$0
Administrative Expenses	\$0
Recognition of Experience (Gain)/Loss Deferrals	(\$70,576)
Recognition of Assumption Change Deferrals	\$3,802
Recognition of Investment (Gain)/Loss Deferrals	\$0
Employee Contributions	\$0
Changes in Benefit Terms	\$0
Net OPEB Expense for fiscal year ending June 30, 2022	\$375,502

4. Adjustments

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

5. Trend and Interest Rate Sensitivities

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

Net OPEB Liability at June 30, 2022 Measurement Date	Discount Rate	Healthcare Trend Rate
1% Decrease in Assumption	\$5,733,280	\$4,790,148
Current Assumption	\$5,312,891	\$5,312,891
1% Increase in Assumption	\$4,920,103	\$5,924,651

D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

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

^{*}Hired before 6/15/92 entitled to lifetime benefits

E. Summary of Valuation Data

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

	Current Year	Prior Year	
	June 30, 2022 Valuation Date	June 30, 2020 Valuation Date	
	June 30, 2022 Measurement Date	June 30, 2021 Measurement Date	
Active Employees eligible for future benefits			
Count	357	352	
Average Age	44.9	45.7	
Average Years of Service	13.3	13.8	
Retirees currently receiving benefits			
Count	33	25	
Average Age	65.8	66.9	

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

F. Certification

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

This report is for fiscal year July 1, 2021 to June 30, 2022, using a measurement date of June 30, 2022. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Galt Joint Union ESD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

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

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

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

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

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

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

Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,

Luis Murillo, ASA, MAAA

Actuary

Total Compensation Systems, Inc.

(805) 496-1700

PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

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

The actuarial assumptions used for this study are summarized beginning on page 14.

B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2022 at 3.54% interest.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2022 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an "implicit rate subsidy").

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method" and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the "entry age actuarial cost method". Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee's projected pay.

D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The "trend" rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A "cap" on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- Mortality rates varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- **Employment termination rates** have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- Retirement rates determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The *discount rate* estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.
- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

Actuarial Present Value of Projected Benefit Payments as of June 30, 2022 Valuation Date

	Total	Certificated Management	Certificated	Classified	Classified Management
Active: Pre-65 Benefit	\$7,716,419	\$260,757	\$4,612,109	\$2,626,756	\$216,797
Post-65 Benefit	\$0	\$0	\$0	\$0	\$0
Subtotal	\$7,716,419	\$260,757	\$4,612,109	\$2,626,756	\$216,797
Retiree: Pre-65 Benefit	\$256,380	\$20,890	\$135,871	\$44,507	\$55,112
Post-65 Benefit	\$666,475	\$232,759	\$0	\$0	\$433,716
Subtotal	\$922,855	\$253,649	\$135,871	\$44,507	\$488,828
Grand Total	\$8,639,274	\$514,406	\$4,747,980	\$2,671,263	\$705,625
Subtotal Pre-65 Benefit	\$7,972,799	\$281,647	\$4,747,980	\$2,671,263	\$271,909
Subtotal Post-65 Benefit	\$666,475	\$232,759	\$0	\$0	\$433,716

2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

Service Cost Valuation Year Beginning July 1, 2022

		Certificated			Classified
	Total	Management	Certificated	Classified	Management
# of Eligible Employees	357	13	194	137	13
First Year Service Cost					
Pre-65 Benefit	\$269,646	\$9,087	\$148,798	\$103,298	\$8,463
Post-65 Benefit	\$0	\$0	\$0	\$0	\$0
Total	\$269,646	\$9,087	\$148,798	\$103,298	\$8,463

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

Total OPEB Liability and Net OPEB Liability as of June 30, 2022 Valuation Date

	T = 4 = 1	Certificated	C	Cl:f: . 1	Classified
 	Total	Management	Certificated	Classified	Management
Active: Pre-65 Benefit	4,390,036	\$179,284	\$2,567,865	\$1,522,327	\$120,560
Active: Post-65 Benefit	\$0	\$0	\$0	\$0	\$0
Subtotal	\$4,390,036	\$179,284	\$2,567,865	\$1,522,327	\$120,560
Retiree: Pre-65 Benefit	\$256,380	\$20,890	\$135,871	\$44,507	\$55,112
Retiree: Post-65 Benefit	\$666,475	\$232,759	\$0	\$0	\$433,716
Subtotal	\$922,855	\$253,649	\$135,871	\$44,507	\$488,828
Subtotal: Pre-65 Benefit	\$4,646,416	\$200,174	\$2,703,736	\$1,566,834	\$175,672
Subtotal: Post-65 Benefit	\$666,475	\$232,759	\$0	\$0	\$433,716
Total OPEB Liability					
(TOL)	\$5,312,891	\$432,933	\$2,703,736	\$1,566,834	\$609,388
Fiduciary Net Position as of					
June 30, 2022	\$0				
Net OPEB Liability (NOL)	\$5,312,891	=			

4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be **in**accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

Year Beginning		Certificated			Classified
July 1	Total	Management	Certificated	Classified	Management
2022	\$169,250	\$22,080	\$61,002	\$27,728	\$58,440
2023	\$176,479	\$27,744	\$59,910	\$37,407	\$51,418
2024	\$180,297	\$27,212	\$52,802	\$47,981	\$52,302
2025	\$205,415	\$24,550	\$78,340	\$66,070	\$36,455
2026	\$234,941	\$26,964	\$96,500	\$74,402	\$37,075
2027	\$279,752	\$34,614	\$132,939	\$74,859	\$37,340
2028	\$330,696	\$45,194	\$159,847	\$95,841	\$29,814
2029	\$452,172	\$43,670	\$213,217	\$155,463	\$39,822
2030	\$462,655	\$40,674	\$221,953	\$159,039	\$40,989
2031	\$517,631	\$45,361	\$266,974	\$166,246	\$39,050

G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2021 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2022 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	TOL	FNP	NOL
Balance at June 30, 2021	\$5,786,764	\$0	\$5,786,764
Service Cost	\$315,761	\$0	\$315,761
Interest on Total OPEB Liability	\$126,515	\$0	\$126,515
Expected Investment Income	\$0	\$0	\$0
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$0	\$0
Employer Contributions as Benefit Payments	\$0	\$174,905	(\$174,905)
Benefit Payments from Trust	\$0	\$0	\$0
Expected Benefit Payments from Employer	(\$174,905)	(\$174,905)	\$0
Expected Balance at June 30, 2022	\$6,054,135	\$0	\$6,054,135
Experience (Gains)/Losses	(\$153,981)	\$0	(\$153,981)
Changes in Assumptions	(\$587,263)	\$0	(\$587,263)
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	\$0	\$0
Other	\$0	\$0	\$0
Net Change during 2022	(\$473,873)	\$0	(\$473,873)
Actual Balance at June 30, 2022*	\$5,312,891	\$0	\$5,312,891

^{*} May include a slight rounding error.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Galt Joint Union ESD is shown beginning on page 23. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2022

		Change Due to	Change Due to	
	Beginning Balance	New Deferrals	Recognition	Ending Balance
Experience (Gains)/Losses	(\$644,425)	(\$153,981)	\$70,576	(\$727,830)
Assumption Changes	\$564,533	(\$587,263)	(\$3,802)	(\$26,532)
Investment (Gains)/Losses	\$0	\$0	\$0	\$0
Deferred Balances	(\$79,892)	(\$741,244)	\$66,774	(\$754,362)

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

OPEB Expense Fiscal Year Ending June 30, 2022

	Beginning Net Position	Ending Net Position	Change
Net OPEB Liability (NOL)	\$5,786,764	\$5,312,891	(\$473,873)
Deferred Balances	(\$79,892)	(\$754,362)	(\$674,470)
Net Position	\$5,866,656	\$6,067,253	\$200,597
Adjust Out Employer Contributions			\$174,905
OPEB Expense			\$375,502

H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined "roll-forward" valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Galt Joint Union ESD will be a roll-forward valuation with a measurement date of June 30, 2023 which will be used for the fiscal year ending June 30, 2023. Please let us know if Galt Joint Union ESD would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

PART III: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Galt Joint Union ESD to understand that the appropriateness of all selected actuarial assumptions and methods are Galt Joint Union ESD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Galt Joint Union ESD's actual historical experience, and TCS's judgment based on experience and training.

A. ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

<u>SUBSTANTIVE PLAN:</u> As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Galt Joint Union ESD regarding practices with respect to employer and employee contributions and other relevant factors.

B. ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

<u>INFLATION</u>: We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

<u>INVESTMENT RETURN / DISCOUNT RATE</u>: We assumed 3.54% per year net of expenses. This is based on the Bond Buyer 20 Bond Index.

<u>TREND:</u> We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

<u>PAYROLL INCREASE</u>: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

<u>FIDUCIARY NET POSITION (FNP):</u> The following table shows the beginning and ending FNP numbers that were provided by Galt Joint Union ESD.

Fiduciary Net Position as of June 30, 2022

	06/30/2021	06/30/2022
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$0	\$0
Capital Assets	\$0	\$0
Total Assets	\$0	\$0
Benefits Payable	\$0	\$0
Fiduciary Net Position	\$0	\$0

C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

MORTALITY

Participant Type	Mortality Tables
Certificated	2020 CalSTRS Mortality
Classified	2017 CalPERS Mortality for Miscellaneous and Schools Employees

RETIREMENT RATES

Employee Type	Retirement Rate Tables
Certificated Management	Hired 2012 and earlier: 2020 CalSTRS 2.0% @60 Rates
	Hired 2013 and later: 2020 CalSTRS 2.0% @62 Rates
Certificated	Hired 2012 and earlier: 2020 CalSTRS 2.0% @60 Rates
	Hired 2013 and later: 2020 CalSTRS 2.0% @62 Rates
Classified	Hired 2012 and earlier: 2017 CalPERS 2.0% @55 Rates for Schools Employees
	Hired 2013 and later: 2017 CalPERS 2.0% @62 Rates for Schools Employees
Classified Management	Hired 2012 and earlier: 2017 CalPERS 2.0% @55 Rates for Schools Employees
_	Hired 2013 and later: 2017 CalPERS 2.0% @62 Rates for Schools Employees

COSTS FOR RETIREE COVERAGE

Actuarial Standard of Practice 6 (ASOP 6) Section 3.7.7(c)(3) provides that unadjusted premium may be used as the basis for retiree liabilities if retiree premium rates are not subsidized by active premium rates. We evaluated active and retiree rates and determined that there is not likely to be a subsidy between active and retiree rates. Therefore, retiree liabilities are based on actual employer contributions. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

Participant Type	Future Retirees Pre-65	Future Retirees Post-65	
Certificated	\$8,400		
Certificated Management	\$8,400		
Classified	\$9,000		
Classified Management	\$8,400		

PARTICIPATION RATES

Employee Type	<65 Non-Medicare Participation %	65+ Medicare Participation %
Certificated	100%	
Classified	100%	

TURNOVER

Employee Type	Turnover Rate Tables
Certificated	2020 CalSTRS Termination Rates
Classified	2017 CalPERS Termination Rates for School Employees

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

AGING FACTORS

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

PART IV: APPENDICES

APPENDIX A: DEMOGRAPHIC DATA BY AGE

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS

_		Certificated			Classified
Age	Total	Management	Certificated	Classified	Management
Under 25	11	0	5	5	1
25 - 29	27	0	18	7	2
30 - 34	31	0	18	12	1
35 - 39	39	0	23	15	1
40 - 44	49	3	27	18	1
45 - 49	72	3	42	24	3
50 - 54	61	3	31	25	2
55 - 59	42	2	22	16	2
60 - 64	25	2	8	15	0
65 and older	0	0	0	0	0
Total	357	13	194	137	13

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE

		Under 5 Years of	5 – 9 Years of	10 – 14 Years of	15 –19 Years of	20 – 24 Years of	25 – 29 Years of	30 – 34 Years of	Over 34 Years of
	Total	Service	Service	Service	Service	Service	Service	Service	Service
Under 25	11	11							_
25 - 29	27	20	7						
30 - 34	31	18	13						
35 - 39	39	17	14	5	3				
40 - 44	49	13	20	1	12	3			
45 - 49	72	11	17	14	10	19	1		
50 - 54	61		3	8	12	27	11		
55 - 59	42			3	16	11	6	4	2
60 - 64	25				10	6	6	2	1
65 and older	0								
Total	357	90	74	31	63	66	24	6	3

ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS

		Certificated			Classified
Age	Total	Management	Certificated	Classified	Management
Under 50	0	0	0	0	0
50 - 54	0	0	0	0	0
55 - 59	3	0	3	0	0
60 - 64	22	2	11	6	3
65 - 69	3	0	0	0	3
70 - 74	1	0	0	0	1
75 - 79	2	2	0	0	0
80 - 84	1	1	0	0	0
85 - 89	1	0	0	0	1
90 and older	0	0	0	0	0
Total	33	5	14	6	8

APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Galt Joint Union ESD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Galt Joint Union ESD's practices, it is possible that Galt Joint Union ESD is already complying with some or all of these suggestions.

- We suggest that Galt Joint Union ESD maintain an inventory of all benefits and services provided to retirees whether contractually or not and whether retiree-paid or not. For each, Galt Joint Union ESD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Galt Joint Union ESD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 even on a retiree-pay-all basis all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Galt Joint Union ESD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Galt Joint Union ESD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Galt Joint Union ESD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Galt Joint Union ESD should maintain a retiree database that includes in addition to date of birth, gender and employee classification retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Galt Joint Union ESD to maintain employment termination information namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

Paragraph 50: Information about the OPEB Plan

Most of the information about the OPEB plan should be supplied by Galt Joint Union ESD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of
	Participants
Inactive Employees Currently Receiving Benefit Payments	33
Inactive Employees Entitled to But Not Yet Receiving Benefit	0
Payments*	
Participating Active Employees	357
Total Number of participants	390

^{*}We were not provided with information about any terminated, vested employees

Paragraph 51: Significant Assumptions and Other Inputs

Shown in Part III.

Paragraph 52: Information Related to Assumptions and Other Inputs

The following information is intended to assist Galt Joint Union ESD in complying with the requirements of Paragraph 52.

52.b: <u>Mortality Assumptions</u> Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2017 CalPERS Mortality for Miscellaneous and Schools
	Employees
Disclosure	J 1
	Mortality for Miscellaneous and Schools Employees table
	created by CalPERS. CalPERS periodically studies mortality
	for participating agencies and establishes mortality tables that
	are modified versions of commonly used tables. This table
	incorporates mortality projection as deemed appropriate based
	on CalPERS analysis.

Mortality Table	2020 CalSTRS Mortality		
Disclosure	The mortality assumptions are based on the 2020 CalSTRS		
	Mortality table created by CalSTRS. CalSTRS periodically		
	studies mortality for participating agencies and establishes		
	mortality tables that are modified versions of commonly used		
	tables. This table incorporates mortality projection as deemed		
	appropriate based on CalSTRS analysis.		
Mortality Table	2017 CalPERS Retiree Mortality for Miscellaneous and		
	Schools Employees		
Disclosure	The mortality assumptions are based on the 2017 CalPERS		
	Retiree Mortality for Miscellaneous and Schools Employees		
	table created by CalPERS. CalPERS periodically studies		
	mortality for participating agencies and establishes mortality		
	tables that are modified versions of commonly used tables. This		
	table incorporates mortality projection as deemed appropriate		
	based on CalPERS analysis.		

52.c: <u>Experience Studies</u> Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Retirement Tables

2017 CalPERS 2.0% @55 Rates for Schools Employees
The retirement assumptions are based on the 2017 CalPERS
2.0% @55 Rates for Schools Employees table created by
CalPERS. CalPERS periodically studies the experience for
participating agencies and establishes tables that are appropriate
for each pool.
2017 CalPERS 2.0% @62 Rates for Schools Employees
The retirement assumptions are based on the 2017 CalPERS
2.0% @ 62 Rates for Schools Employees table created by
CalPERS. CalPERS periodically studies the experience for
participating agencies and establishes tables that are appropriate
for each pool.
2020 CalSTRS 2.0% @ 60 Rates
The retirement assumptions are based on the 2020 CalSTRS
2.0% @ 60 Rates table created by CalSTRS. CalSTRS
periodically studies the experience for participating agencies
and establishes tables that are appropriate for each pool.
2020 CalSTRS 2.0% @ 62 Rates
The retirement assumptions are based on the 2020 CalSTRS
2.0% @62 Rates table created by CalSTRS. CalSTRS
periodically studies the experience for participating agencies
and establishes tables that are appropriate for each pool.

Turnover Tables

Turnover Table	2017 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2017 CalPERS
	Termination Rates for School Employees table created by
	CalPERS. CalPERS periodically studies the experience for
	participating agencies and establishes tables that are appropriate
	for each pool.

Turnover Table	2020 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2020 CalSTRS
Termination Rates table created by CalSTRS. CalSTRS	
periodically studies the experience for participating agence	
	and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: <u>NOL using alternative trend assumptions</u> The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$4,790,148	\$5,312,891	\$5,924,651

Paragraph 53: Discount Rate

The following information is intended to assist Galt Joint Union ESD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.54% was used in the valuation. The interest rate used in the prior valuation was 2.16%.

53.b: We assumed that all contributions are from the employer.

53.c: There are no plan assets.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2022 resulting in a rate of 3.54%.

53.e: Not applicable.

53.f: There are no plan assets.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate	Valuation	Discount Rate
	1% Lower	Discount Rate	1% Higher
Net OPEB Liability	\$5,733,280	\$5,312,891	\$4,920,103

Paragraph 55: Changes in the Net OPEB Liability

Please see reconciliation on pages 2 or 12.

Paragraph 56: Additional Net OPEB Liability Information

The following information is intended to assist Galt Joint Union ESD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2022.

The measurement date is June 30, 2022.

56.b: We are not aware of a special funding arrangement.

56.c: The interest assumption changed from 2.16% to 3.54%.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D

56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

Paragraph 57: Required Supplementary Information

- 57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.
- 57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
- 57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.
- 57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

Paragraph 58: Actuarially Determined Contributions

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.

Paragraph 244: Transition Option

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

EXPERIENCE GAINS AND LOSSES

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2021	2022	Amounts to be Recognized in OPEB Expense after 2022	2023	2024	2025	2026	2027	Thereafter
2019-20	(\$760,539)	13.1	(\$116,114)	(\$58,057)	(\$586,368)	(\$58,057)	(\$58,057)	(\$58,057)	(\$58,057)	(\$58,057)	(\$296,083)
2021-22	(\$153,981)	12.3	\$0	(\$12,519)	(\$141,462)	(\$12,519)	(\$12,519)	(\$12,519)	(\$12,519)	(\$12,519)	(\$78,867)
Net Increase (I	Decrease) in OPE	B Expense	(\$116,114)	(\$70,576)	(\$727,830)	(\$70,576)	(\$70,576)	(\$70,576)	(\$70,576)	(\$70,576)	(\$374,950)

CHANGES OF ASSUMPTIONS

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2021	2022	Amounts to be Recognized in OPEB Expense after 2022	2023	2024	2025	2026	2027	Thereafter
2018-19	\$133,384	13.2	\$30,315	\$10,105	\$92,964	\$10,105	\$10,105	\$10,105	\$10,105	\$10,105	\$42,439
2019-20	\$523,627	13.1	\$79,944	\$39,972	\$403,711	\$39,972	\$39,972	\$39,972	\$39,972	\$39,972	\$203,851
2020-21	\$19,251	13.1	\$1,470	\$1,470	\$16,311	\$1,470	\$1,470	\$1,470	\$1,470	\$1,470	\$8,961
2021-22	(\$587,263)	12.3	\$0	(\$47,745)	(\$539,518)	(\$47,745)	(\$47,745)	(\$47,745)	(\$47,745)	(\$47,745)	(\$300,793)
Net Increase ((Decrease) in OPE	B Expense	\$111,729	\$3,802	(\$26,532)	\$3,802	\$3,802	\$3,802	\$3,802	\$3,802	(\$45,542)

INVESTMENT GAINS AND LOSSES

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2021	2022	Amounts to be Recognized in OPEB Expense after 2022	2023	2024	2025	2026	2027	Thereafter
2021-22	\$0	0	\$0	\$0	\$0						
Net Increase (Decrease) in OPI	EB Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health

valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Cost Method: A mathematical model for allocating OPEB costs by year of service. The only

actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost

method.

Actuarial Present Value of

Projected Benefit Payments: The projected amount of all OPEB benefits to be paid to current and future retirees

discounted back to the valuation or measurement date.

Deferred Inflows/Outflows

of Resources: A portion of certain items that can be deferred to future periods or that weren't

reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement

date but before the statement date.

Discount Rate: Assumed investment return net of all investment expenses. Generally, a higher

assumed interest rate leads to lower service costs and total OPEB liability.

Fiduciary Net Position: Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust

or equivalent arrangement).

<u>Implicit Rate Subsidy:</u> The estimated amount by which retiree rates are understated in situations where,

for rating purposes, retirees are combined with active employees and the employer

is expected, in the long run, to pay the underlying cost of retiree benefits.

Measurement Date: The date at which assets and liabilities are determined in order to estimate TOL and

NOL.

Mortality Rate: Assumed proportion of people who die each year. Mortality rates always vary by

age and often by sex. A mortality table should always be selected that is based on a

similar "population" to the one being studied.

Net OPEB Liability (NOL): The Total OPEB Liability minus the Fiduciary Net Position.

OPEB Benefits: Other Post Employment Benefits. Generally, medical, dental, prescription drug,

life, long-term care or other postemployment benefits that are not pension benefits.

OPEB Expense: This is the amount employers must recognize as an expense each year. The annual

OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of

resources.

<u>Participation Rate:</u> The proportion of retirees who elect to receive retiree benefits. A lower

participation rate results in lower service cost and a TOL. The participation rate

often is related to retiree contributions.

Pay As You Go Cost: The projected benefit payments to retirees in a given year as estimated by the

actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual

OPEB payments.

Retirement Rate: The proportion of active employees who retire each year. Retirement rates are

usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial

accrued liability will be.

Service Cost: The annual dollar value of the "earned" portion of retiree health benefits if retiree

health benefits are to be fully accrued at retirement.

Service Requirement: The proportion of retiree benefits payable under the OPEB plan, based on length of

service and, sometimes, age. A shorter service requirement increases service costs

and TOL.

<u>Total OPEB Liability (TOL):</u> The amount of the actuarial present value of projected benefit payments

attributable to participants' past service based on the actuarial cost method used.

<u>Trend Rate:</u> The rate at which the employer's share of the cost of retiree benefits is expected to

increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher

service costs and TOL.

Turnover Rate: The rate at which employees cease employment due to reasons other than death,

disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.

Valuation Date: The date as of which the OPEB obligation is determined by means of an actuarial

valuation. Under GASB 74 and 75, the valuation date does not have to coincide

with the statement date, but can't be more than 30 months prior.



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:	September 21, 2022	Agenda Item: 212.357 Board Consideration of Approval of 2021-22 Unaudited Actuals
Presenter:	Nicole Lorenz	Action Item: XX Information Item:
The GJUI review.	ESD 2021-22 Unaudited Actuals financ	cial report is included for the Board's
The year	ended with a total Unrestricted Rese	erve of 22.26%.
Board app	proval is recommended.	



GJUESD - Financial Analysis 2021-22 Unaudited Actuals

	Object	2021-22	2021-22	Unaudited Actuals
A. REVENUES	Codes	Unrestricted	Restricted	2021-22
LCFF Sources	8010-8099	34,976,513.97	0.00	34,976,513.97
Federal Revenues	8100-8299	0.00	7,851,639.31	7,851,639.31
Other State Revenues	8300-8599	861,318.27	6,971,046.48	7,832,364.75
Other Local Revenues	8600-8799	890,351.94	2,224,710.99	3,115,062.93
Total Revenues B. EXPENDITURES		36,728,184.18	17,047,396.78	53,775,580.96
Certificated Salaries	1000-1999	14,095,475.97	6,729,135.14	20,824,611.11
Classified Salaries	2000-2999	5,357,955.87	2,964,115.12	8,322,070.99
Employee Benefits	3000-3999	6,321,538.22	4,841,259.95	11,162,798.17
Books and Supplies	4000-4999	810,296.97	1,560,259.03	2,370,556.00
Services	5000-5999	2,122,298.97	2,541,964.99	4,664,263.96
Capital Outlay	6000-6999	97,326.91	918,651.50	1,015,978.41
Other Outgo	7100-7200/7438-7439	111,603.71	0.00	111,603.71
Direct/Indirect Costs	7310-7350	(557,829.63)	469,239.38	(88,590.25)
Total Expenses		28,358,666.99	20,024,625.11	48,383,292.10
Difference (Revenues-Expenses)		8,369,517.19	(2,977,228.33)	5,392,288.86
Other Financing Sources/Uses				
Transfers In	8919	21,919.26	0.00	21,919.26
Other Sources	8979	0.00	0.00	0.00
Transfers Out	7616	0.00	0.00	0.00
Contributions	8980	(4,934,567.64)	4,934,567.64	0.00
Total Other Financing Sources/Uses		(4,912,648.38)	4,934,567.64	21,919.26
Net Increase(Decrease) in Fund Balance		3,456,868.81	1,957,339.31	5,414,208.12
Beginning Fund Balance	9791	7,314,860.07	1,015,830.58	8,330,690.65
Audit & Other Adjustments	9793/9795	0.00	0.00	0.00
Ending Fund Balance		10,771,728.88	2,973,169.89	13,744,898.77
Components of Ending Fund Balance		l		
Non-Spendable:				
Revolving Fund	9711	20,000.00		20,000.00
Prepaid	9330/9713	381,080.79		381,080.79
Restricted:				
Restricted - Other	9740		2,973,169.89	2,973,169.89
Restricted Routine Maintenance	9740		0.00	0.00
Commited:				
Textbook Adoptions	9760	0.00		0.00
Technology Upgrades/Replacements	9760	0.00		0.00
Facilities	9760	0.00		0.00
Assigned:				
Reserve for Facilities	9780	1,000,000.00		1,000,000.00
Site Lottery Reserve to start next year	Resource 1100/9780	31,175.48		31,175.48
Reserve for Lottery	Resource 1100/9780	623,303.79		623,303.79
Unassigned/Unappropriated:	0700	4 454 400 70		4 454 400 50
3% Economic Uncertainties	9789	1,451,498.76 I		1,451,498.76
Reserve for Board Approval (Remaining Reserve)	9780	7,264,670.06		7,264,670.06
Total Ending Balance	9700	10,771,728.88	2,973,169.89	13,744,898.77
Total Enamy Dalance		10,771,720.00	2,373,103.03	0
Restricted				6.15%
Unrestricted - Committed				0.00%
Unrestricted - Assigned				4.25%
Unrestricted - Unassigned				<u>18.01%</u>
Unrestricted - Total				22.26%

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UNAUDITED ACTUAL FINANCIAL REPORT:	
To the County Superintendent of Schools:	
2021-22 UNAUDITED ACTUAL FINANCIAL REPOR with Education Code Section 41010 and is hereby ar the school district pursuant to Education Code Section	proved and filed by the governing board of
Signed:	Date of Meeting: Sep 21, 2022
Clerk/Secretary of the Governing Board (Original signature required)	Date of Meeting. <u>Gep 21, 2022</u>
To the Superintendent of Public Instruction:	
2021-22 UNAUDITED ACTUAL FINANCIAL REPOR	·
Signed:	Date
	Date.
County Superintendent/Designee	Date:
	Date
County Superintendent/Designee	Date
County Superintendent/Designee	
County Superintendent/Designee (Original signature required)	
County Superintendent/Designee (Original signature required) For additional information on the unaudited actual re For County Office of Education:	ports, please contact: For School District:
County Superintendent/Designee (Original signature required) For additional information on the unaudited actual re	ports, please contact:
County Superintendent/Designee (Original signature required) For additional information on the unaudited actual re For County Office of Education: Sharmila LaPorte	ports, please contact: For School District: Nicole Lorenz
County Superintendent/Designee (Original signature required) For additional information on the unaudited actual re For County Office of Education: Sharmila LaPorte Name Director Title	ports, please contact: For School District: Nicole Lorenz Name CBO Title
County Superintendent/Designee (Original signature required) For additional information on the unaudited actual re For County Office of Education: Sharmila LaPorte Name Director Title 916-228-2294	ports, please contact: For School District: Nicole Lorenz Name CBO Title 209-744-4545 x 311
County Superintendent/Designee (Original signature required) For additional information on the unaudited actual re For County Office of Education: Sharmila LaPorte Name Director Title 916-228-2294 Telephone	ports, please contact: For School District: Nicole Lorenz Name CBO Title 209-744-4545 x 311 Telephone
County Superintendent/Designee (Original signature required) For additional information on the unaudited actual re For County Office of Education: Sharmila LaPorte Name Director Title 916-228-2294	ports, please contact: For School District: Nicole Lorenz Name CBO Title 209-744-4545 x 311

Galt Joint Union Elementary Sacramento County

Unaudited Actuals FINANCIAL REPORTS 2021-22 Unaudited Actuals Summary of Unaudited Actual Data Submission

34 67348 0000000 Form CA

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	60.03%
	Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school	
	districts or future apportionments may be affected. (EC 41372)	
	CEA Deficiency Amount	\$0.00
	Applicable to districts not exempt from the requirement and not meeting the minimum classroom	
	compensation percentage - see Form CEA for further details.	
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination	MOE Met
	If MOE Not Met, the 2023-24 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	
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	\$0.00
	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.	
	Adjusted Appropriations Limit	\$24,517,857.54
	Appropriations Subject to Limit	\$24,517,857.54
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to	
	Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate	5.18%
	Fixed-with-carry-forward indirect cost rate for use in 2023-24, subject to CDE approval.	

1/15/2021

		202	1-22 Unaudited Actu	als		2022-23 Budget		
Description R	Object esource Codes Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES								
1) LCFF Sources	8010-8099	34,976,513.97	0.00	34,976,513.97	34,725,607.00	0.00	34,725,607.00	-0.7%
2) Federal Revenue	8100-8299	0.00	7,851,639.31	7,851,639.31	0.00	6,993,616.00	6,993,616.00	-10.9%
3) Other State Revenue	8300-8599	861,318.27	6,971,046.48	7,832,364.75	595,256.00	4,389,684.00	4,984,940.00	-36.4%
4) Other Local Revenue	8600-8799	890,351.94	2,224,710.99	3,115,062.93	402,940.00	1,679,471.00	2,082,411.00	-33.2%
5) TOTAL, REVENUES		36,728,184.18	17,047,396.78	53,775,580.96	35,723,803.00	13,062,771.00	48,786,574.00	-9.3%
B. EXPENDITURES								
1) Certificated Salaries	1000-1999	14,095,475.97	6,729,135.14	20,824,611.11	14,767,841.00	5,231,988.00	19,999,829.00	-4.0%
2) Classified Salaries	2000-2999	5,357,955.87	2,964,115.12	8,322,070.99	5,536,967.00	3,045,181.00	8,582,148.00	3.1%
3) Employee Benefits	3000-3999	6,321,538.22	4,841,259.95	11,162,798.17	7,220,920.00	4,922,072.00	12,142,992.00	8.8%
4) Books and Supplies	4000-4999	810,296.97	1,560,259.03	2,370,556.00	887,967.00	1,426,041.00	2,314,008.00	-2.4%
5) Services and Other Operating Expenditures	5000-5999	2,122,298.97	2,541,964.99	4,664,263.96	2,091,912.00	2,466,162.00	4,558,074.00	-2.3%
6) Capital Outlay	6000-6999	97,326.91	918,651.50	1,015,978.41	10,000.00	2,894,037.00	2,904,037.00	185.8%
Other Outgo (excluding Transfers of Indirect Costs)	7100-7299 7400-7499	111,603.71	0.00	111,603.71	132,341.00	0.00	132,341.00	18.6%
8) Other Outgo - Transfers of Indirect Costs	7300-7399	(557,829.63)	469,239.38	(88,590.25)	(307,110.00)	225,708.00	(81,402.00)	-8.1%
9) TOTAL, EXPENDITURES		28,358,666.99	20,024,625.11	48,383,292.10	30,340,838.00	20,211,189.00	50,552,027.00	4.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		8,369,517.19	(2,977,228.33)	5,392,288.86	5,382,965.00	(7,148,418.00)	(1,765,453.00)	-132.7%
D. OTHER FINANCING SOURCES/USES								
Interfund Transfers a) Transfers In	8900-8929	21,919.26	0.00	21,919.26	10,950.00	0.00	10,950.00	-50.0%
b) Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources/Uses a) Sources	8930-8979	0.00	0.00	0.00	10,000.00	0.00	10,000.00	Nev
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions	8980-8999	(4,934,567.64)	4,934,567.64	0.00	(6,616,909.00)	6,616,909.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES	0000-0000	(4,912,648.38)	4,934,567.64	21,919.26	(6,595,959.00)	6,616,909.00	20,950.00	-4.4%

			2021	1-22 Unaudited Actu	ials		2022-23 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,456,868.81	1,957,339.31	5,414,208.12	(1,212,994.00)	(531,509.00)	(1,744,503.00)	-132.2%
F. FUND BALANCE, RESERVES			3,430,606.61	1,957,359.51	5,414,206.12	(1,212,994.00)	(551,509.00)	(1,744,503.00)	-132.270
•									
Beginning Fund Balance As of July 1 - Unaudited		9791	7,314,860.07	1,015,830.58	8,330,690.65	10,771,728.88	2,973,169.89	13,744,898.77	65.0%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,314,860.07	1,015,830.58	8,330,690.65	10,771,728.88	2,973,169.89	13,744,898.77	65.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,314,860.07	1,015,830.58	8,330,690.65	10,771,728.88	2,973,169.89	13,744,898.77	65.0%
2) Ending Balance, June 30 (E + F1e)			10,771,728.88	2,973,169.89	13,744,898.77	9,558,734.88	2,441,660.89	12,000,395.77	-12.7%
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	381,080.79	0.00	381,080.79	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	2,973,169.89	2,973,169.89	0.00	2,441,660.89	2,441,660.89	-17.9%
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	2,757,000.00	0.00	2,757,000.00	New
Textbook Adoptions	0000	9760				1,000,000.00		1,000,000.00	
Technology Upgrades/Replacement	0000	9760				1,000,000.00		1,000,000.00	
Facilities	0000	9760				757,000.00	_	757,000.00	
d) Assigned									
Other Assignments		9780	8,919,149.33	0.00	8,919,149.33	5,285,174.07	0.00	5,285,174.07	-40.7%
Reserve for Facilities	0000	9780	1,000,000.00		1,000,000.00				
Remaining Reserve for Board Approval	0000	9780	7,264,670.06		7,264,670.06				
Site Lottery Reserve	1100	9780	31,175.48		31,175.48				
Reserve for Lottery	1100	9780	623,303.79		623,303.79				
Remaining Reserve for Board Approval	0000	9780				4,600,250.80		4,600,250.80	
Site Lottery Reserve	1100	9780				74,200.00		74,200.00	
Reserve for Lottery	1100	9780				610,723.27		610,723.27	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,451,498.76	0.00	1,451,498.76	1,516,560.81	0.00	1,516,560.81	4.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

			2021	-22 Unaudited Actua	als		2022-23 Budget		
Description Res	source Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	15,809,090.56	(180,550.35)	15,628,540.21				
Fair Value Adjustment to Cash in County Trea	sury	9111	0.00	0.00	0.00				
b) in Banks		9120	(3.00)	0.00	(3.00)				
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	613,283.04	4,300,009.41	4,913,292.45				
4) Due from Grantor Government		9290	37,558.53	0.00	37,558.53				
5) Due from Other Funds		9310	112,169.45	0.00	112,169.45				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	381,080.79	0.00	381,080.79				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			16,973,179.37	4,119,459.06	21,092,638.43				
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	6,199,790.55	558,275.51	6,758,066.06				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	1,659.94	2,802.80	4,462.74				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	585,210.86	585,210.86				
6) TOTAL, LIABILITIES			6,201,450.49	1,146,289.17	7,347,739.66				
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)			10,771,728.88	2,973,169.89	13,744,898.77				

			2021	I-22 Unaudited Actu	als		2022-23 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F	
CFF SOURCES			(4.9)	(=)	(5)	(-)	(=)	(• /		
Principal Apportionment State Aid - Current Year		8011	14,389,875.00	0.00	14,389,875.00	19,476,878.00	0.00	19,476,878.00	35.4	
Education Protection Account State Aid - Curren	it Year	8012	11,914,058.00	0.00	11,914,058.00	8,394,230.00	0.00	8,394,230.00	-29.5	
State Aid - Prior Years		8019	482,524.35	0.00	482,524.35	0.00	0.00	0.00	-100.0	
Tax Relief Subventions Homeowners' Exemptions		8021	32,836.11	0.00	32,836.11	31,539.00	0.00	31,539.00	-4.0	
Timber Yield Tax		8022	0.80	0.00	0.80	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	3,912,552.71	0.00	3,912,552.71	3,856,862.00	0.00	3,856,862.00	-1.4	
Unsecured Roll Taxes		8042	141,103.46	0.00	141,103.46	114,311.00	0.00	114,311.00	-19.0	
Prior Years' Taxes		8043	77,438.82	0.00	77,438.82	26,329.00	0.00	26,329.00	-66.0	
Supplemental Taxes		8044	285,709.46	0.00	285,709.46	331,263.00	0.00	331,263.00	15.9	
Education Revenue Augmentation Fund (ERAF)		8045	3,207,447.18	0.00	3,207,447.18	2,305,596.00	0.00	2,305,596.00	-28.1	
Community Redevelopment Funds (SB 617/699/1992)		8047	536,810.13	0.00	536,810.13	193,528.00	0.00	193,528.00	-63.9	
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
Other In-Lieu Taxes		8082	2,707.91	0.00	2,707.91	0.00	0.00	0.00	-100.0	
Less: Non-LCFF		0002	2,707.51	0.00	2,707.01	0.00	0.00	0.00	100.	
(50%) Adjustment		8089	(1,353.96)	0.00	(1,353.96)	0.00	0.00	0.00	-100.0	
Subtotal, LCFF Sources			34,981,709.97	0.00	34,981,709.97	34,730,536.00	0.00	34,730,536.00	-0.7	
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	(5,196.00)	0.00	(5,196.00)	(4,929.00)	0.00	(4,929.00)	-5.1	
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0	
TOTAL, LCFF SOURCES			34,976,513.97	0.00	34,976,513.97	34,725,607.00	0.00	34,725,607.00	-0.	
EDERAL 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	847,860.17	847,860.17	0.00	844,195.00	844,195.00	-0.	
Special Education Discretionary Grants		8182	0.00	82,759.95	82,759.95	0.00	242,084.00	242,084.00	192.	
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.	
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.	
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.	
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.	
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.	
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.	
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.	
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.	
Title I, Part A, Basic	3010	8290		1,073,110.36	1,073,110.36		880,488.00	880,488.00	-17.	
Title I, Fait A, basic										
Title I, Part D, Local Delinquent	3025	8290		0.00	0.00		0.00	0.00	0.0	
Title I, Part D, Local Delinquent Programs	3025 4035	8290 8290		0.00 204,766.96	0.00 204,766.96		0.00	0.00	-47.3	
Title I, Part D, Local Delinquent	3025 4035	8290 8290		0.00 204,766.96	0.00 204,766.96		0.00 107,876.00	0.00	-47.3	

			2021	-22 Unaudited Actua	als	2022-23 Budget				
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F	
Title III, Part A, English Learner										
Program	4203	8290		124,429.29	124,429.29		90,207.00	90,207.00	-27.5%	
Public Charter Schools Grant										
Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.09	
	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128,									
Other NCLB / Every Student Succeeds Act	5630	8290		178,863.76	178,863.76		75,799.00	75,799.00	-57.6%	
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	5,339,848.82	5,339,848.82	0.00	4,752,967.00	4,752,967.00	-11.09	
TOTAL, FEDERAL REVENUE			0.00	7,851,639.31	7,851,639.31	0.00	6,993,616.00	6,993,616.00	-10.9%	
OTHER STATE REVENUE										
Other State Apportionments										
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.09	
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	131,580.00	131,580.00	0.00	0.00	0.00	-100.0%	
Mandated Costs Reimbursements		8550	111,560.00	0.00	111,560.00	100,398.00	0.00	100,398.00	-10.0%	
Lottery - Unrestricted and Instructional Materials		8560	529,758.27	245,384.02	775,142.29	494,858.00	197,336.00	692,194.00	-10.7%	
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		387,493.38	387,493.38		453,624.00	453,624.00	17.19	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%	
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		1,863.97	1,863.97		1,092.00	1,092.00	-41.49	
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.09	
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	0.09	
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.09	
All Other State Revenue	All Other	8590	220,000.00	6,204,725.11	6,424,725.11	0.00	3,737,632.00	3,737,632.00	-41.89	
TOTAL, OTHER STATE REVENUE	, 101	5550	861,318.27	6,971,046.48	7,832,364.75	595,256.00	4,389,684.00	4,984,940.00	-36.49	

		ļ	2021	-22 Unaudited Actua	als		2022-23 Budget		ļ
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Columi C & F
THER 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.
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.
Sales		0020	0.00	0.00	0.00	0.00	0.00	0.00	0.
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.
Leases and Rentals		8650	68,604.00	0.00	68,604.00	74,784.00	0.00	74,784.00	9.
Interest		8660	66,680.97	7.73	66,688.70	35,000.00	0.00	35,000.00	-47
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0
Fees and Contracts		0074	0.00	0.00	0.00	0.00	0.00	0.00	0
Adult Education Fees		8671 8672	0.00	0.00	0.00	0.00	0.00	0.00	0.
Non-Resident Students Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.
Interagency Services		8677	243,729.12	46,542.48	290,271.60	125,094.00	53,055.00	178,149.00	-38.
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.
All Other Fees and Contracts		8689	0.00	130,672.29	130,672.29	0.00	127,999.00	127,999.00	-2.
Other Local Revenue Plus: Misc Funds Non-LCFF		0009	0.00	130,072.23	130,072.29	0.00	121,339.00	121,339.00	-2.
(50%) Adjustment Pass-Through Revenues From		8691	1,353.96	0.00	1,353.96	0.00	0.00	0.00	-100.
Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.
All Other Local Revenue		8699	509,983.89	1,004,060.49	1,514,044.38	168,062.00	493,837.00	661,899.00	-56.
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	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		1,043,428.00	1,043,428.00		1,004,580.00	1,004,580.00	-3.
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.
ROC/P Transfers From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.
Other Transfers of Apportionments		070	2.25	-					-
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.
TOTAL, OTHER LOCAL REVENUE			890,351.94	2,224,710.99	3,115,062.93	402,940.00	1,679,471.00	2,082,411.00	-33.

		2021	-22 Unaudited Actua	ls	2022-23 Budget			
Description Resou	Object irce Codes Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES		(-7	(=/	(-)	(-)	(=)	(-)	
Certificated Teachers' Salaries	1100	12,002,744.45	5,693,224.18	17,695,968.63	12,562,315.00	4,044,553.00	16,606,868.00	-6.2
Certificated Pupil Support Salaries	1200	349,786.20	247,744.33	597,530.53	508,275.00	157,421.00	665,696.00	11.4
Certificated Supervisors' and Administrators' Salaries	1300	1,739,513.26	431,436.12	2,170,949.38	1,669,251.00	458,026.00	2,127,277.00	-2.0
Other Certificated Salaries	1900	3,432.06	356,730.51	360,162.57	28,000.00	571,988.00	599,988.00	66.6
TOTAL, CERTIFICATED SALARIES		14,095,475.97	6,729,135.14	20,824,611.11	14,767,841.00	5,231,988.00	19,999,829.00	-4.0
CLASSIFIED SALARIES								
Classified Instructional Salaries	2100	487,359.88	1,557,561.51	2,044,921.39	555,713.00	1,616,272.00	2,171,985.00	6.2
Classified Support Salaries	2200	1,882,801.98	643,451.48	2,526,253.46	1,920,600.00	509,789.00	2,430,389.00	-3.8
Classified Supervisors' and Administrators' Salaries	2300	521,315.02	90,364.37	611,679.39	479,817.00	103,362.00	583,179.00	-4.7
Clerical, Technical and Office Salaries	2400	1,947,418.27	297,639.38	2,245,057.65	1,965,971.00	174,849.00	2,140,820.00	-4.6
Other Classified Salaries	2900	519,060.72	375,098.38	894,159.10	614,866.00	640,909.00	1,255,775.00	40.4
TOTAL, CLASSIFIED SALARIES	2300	5,357,955.87	2,964,115.12	8,322,070.99	5,536,967.00	3,045,181.00	8,582,148.00	3.1
EMPLOYEE BENEFITS		3,337,933.67	2,904,113.12	0,322,070.99	3,330,907.00	3,043,181.00	0,302,140.00	J.
EMI EOTEE BENEFITO								
STRS	3101-3102	2,312,811.14	3,140,034.53	5,452,845.67	2,802,795.00	3,169,889.00	5,972,684.00	9.5
PERS	3201-3202	981,953.08	522,315.45	1,504,268.53	1,084,410.00	647,805.00	1,732,215.00	15.2
OASDI/Medicare/Alternative	3301-3302	615,145.16	323,874.20	939,019.36	660,164.00	323,928.00	984,092.00	4.8
Health and Welfare Benefits	3401-3402	1,297,377.36	620,103.00	1,917,480.36	1,519,335.00	569,326.00	2,088,661.00	8.8
Unemployment Insurance	3501-3502	98,542.74	47,820.73	146,363.47	102,684.00	41,538.00	144,222.00	-1.5
Workers' Compensation	3601-3602	270,477.61	142,297.31	412,774.92	316,168.00	124,140.00	440,308.00	6.7
OPEB, Allocated	3701-3702	229,005.56	1,458.10	230,463.66	218,662.00	1,583.00	220,245.00	-4.4
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Other Employee Benefits	3901-3902	516,225.57	43,356.63	559,582.20	516,702.00	43,863.00	560,565.00	0.2
TOTAL, EMPLOYEE BENEFITS		6,321,538.22	4,841,259.95	11,162,798.17	7,220,920.00	4,922,072.00	12,142,992.00	8.8
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.00	20,000.00	0.00	20,000.00	N
Books and Other Reference Materials	4200	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Materials and Supplies	4300	685,029.85	1,379,321.96	2,064,351.81	833,967.00	1,416,041.00	2,250,008.00	9.0
Noncapitalized Equipment	4400	125,267.12	180,937.07	306,204.19	34,000.00	10,000.00	44,000.00	-85.6
Food	4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0
TOTAL, BOOKS AND SUPPLIES		810,296.97	1,560,259.03	2,370,556.00	887,967.00	1,426,041.00	2,314,008.00	-2.4
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services	5100	100,498.19	1,219,216.72	1,319,714.91	93,139.00	735,561.00	828,700.00	-37.2
Travel and Conferences	5200	26,711.68	128,720.29	155,431.97	28,850.00	58,859.00	87,709.00	-43.6
Dues and Memberships	5300	28,683.62	6,524.64	35,208.26	25,194.00	629.00	25,823.00	-26.7
Insurance	5400 - 5450	108,388.00	0.00	108,388.00	164,616.00	0.00	164,616.00	51.9
Operations and Housekeeping Services	5500	807,781.94	9,513.88	817,295.82	799,815.00	7,000.00	806,815.00	-1.3
Rentals, Leases, Repairs, and							ac	
Noncapitalized Improvements	5600	174,035.49	83,408.81	257,444.30	167,750.00	63,000.00	230,750.00	-10.4
Transfers of Direct Costs	5710	(19,973.50)	19,973.50	0.00	(12,000.00)	12,000.00	0.00	0.0
Transfers of Direct Costs - Interfund	5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Professional/Consulting Services and Operating Expenditures	5800	805,453.00	1,021,863.50	1,827,316.50	729,998.00	1,585,613.00	2,315,611.00	26.7
Communications	5900	90,720.55	52,743.65	143,464.20	94,550.00	3,500.00	98,050.00	-31.7
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES		2,122,298.97	2,541,964.99	4,664,263.96	2,091,912.00	2,466,162.00	4,558,074.00	-2.3

		Object Codes	2021	-22 Unaudited Actua	ls		2022-23 Budget		
Description	Resource Codes		Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & 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	472,540.88	472,540.88	0.00	2,737,929.00	2,737,929.00	479.4
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	32,383.37	146,441.89	178,825.26	0.00	106,108.00	106,108.00	-40.7
Equipment Replacement		6500	64,943.54	299,668.73	364,612.27	10,000.00	50,000.00	60,000.00	-83.5
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0
TOTAL, CAPITAL OUTLAY			97,326.91	918,651.50	1,015,978.41	10,000.00	2,894,037.00	2,904,037.00	185.8
OTHER OUTGO (excluding Transfers of Ind	irect Costs)		01,020.01	0.10,00.1.00	1,010,010.11	10,000.00		2,001,001.00	100.0
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 Paymer Payments to Districts or Charter Schools	nts	7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Payments to County Offices		7142	111,603.71	0.00	111,603.71	132,341.00	0.00	132,341.00	18.6
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 Appo To Districts or Charter Schools	ortionments 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
Debt Service Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0
TOTAL, OTHER OUTGO (excluding Transfer	s of Indirect Costs)		111,603.71	0.00	111,603.71	132,341.00	0.00	132,341.00	18.6
OTHER OUTGO - TRANSFERS OF INDIREC	·								
Transfers of Indirect Costs		7310	(469,239.38)	469,239.38	0.00	(225,708.00)	225,708.00	0.00	0.0
Transfers of Indirect Costs - Interfund		7350	(88,590.25)	0.00	(88,590.25)	(81,402.00)	0.00	(81,402.00)	-8.1
TOTAL, OTHER OUTGO - TRANSFERS OF	INDIRECT COSTS		(557,829.63)	469,239.38	(88,590.25)	(307,110.00)	225,708.00	(81,402.00)	-8.1
			28,358,666.99	20,024,625.11	48,383,292.10	30,340,838.00	20,211,189.00	50,552,027.00	4.5

			2024	I-22 Unaudited Actua	ale		2022-23 Budget			
			2021	1-22 Unaudited Actua	Total Fund		2022-23 Budget	Total Fund	% Diff	
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	col. A + B (C)	Unrestricted (D)	Restricted (E)	col. D + E (F)	Column C & 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	21,919.26	0.00	21,919.26	10,950.00	0.00	10,950.00	-50.0%	
(a) TOTAL, INTERFUND TRANSFERS IN			21,919.26	0.00	21,919.26	10,950.00	0.00	10,950.00	-50.0%	
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	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
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 Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other Sources										
Transfers from Funds of										
Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Long-Term Debt Proceeds Proceeds from Certificates										
of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
All Other Financing Sources		8979	0.00	0.00	0.00	10,000.00	0.00	10,000.00	New	
(c) TOTAL, SOURCES			0.00	0.00	0.00	10,000.00	0.00	10,000.00	New	
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	(4,934,567.64)	4,934,567.64	0.00	(6,616,909.00)	6,616,909.00	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			(4,934,567.64)	4,934,567.64	0.00	(6,616,909.00)	6,616,909.00	0.00	0.0%	
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(4,912,648.38)	4,934,567.64	21,919.26	(6,595,959.00)	6,616,909.00	20,950.00	-4.4%	

			2021	-22 Unaudited Actua	als	2022-23 Budget			
Description	Function Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	34,976,513.97	0.00	34,976,513.97	34,725,607.00	0.00	34,725,607.00	-0.7%
2) Federal Revenue		8100-8299	0.00	7,851,639.31	7,851,639.31	0.00	6,993,616.00	6,993,616.00	-10.9%
3) Other State Revenue		8300-8599	861,318.27	6,971,046.48	7,832,364.75	595,256.00	4,389,684.00	4,984,940.00	-36.4%
4) Other Local Revenue		8600-8799	890,351.94	2,224,710.99	3,115,062.93	402,940.00	1,679,471.00	2,082,411.00	-33.2%
5) TOTAL, REVENUES			36,728,184.18	17,047,396.78	53,775,580.96	35,723,803.00	13,062,771.00	48,786,574.00	-9.3%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		16,997,321.61	13,833,540.09	30,830,861.70	18,424,286.00	12,968,072.00	31,392,358.00	1.8%
2) Instruction - Related Services	2000-2999	_	3,516,511.69	1,685,417.28	5,201,928.97	3,606,010.00	2,025,541.00	5,631,551.00	8.3%
3) Pupil Services	3000-3999	_	2,345,898.43	1,137,117.17	3,483,015.60	2,552,853.00	768,685.00	3,321,538.00	-4.6%
4) Ancillary Services	4000-4999		8,722.30	26,671.33	35,393.63	0.00	17,686.00	17,686.00	-50.0%
5) Community Services	5000-5999		6,626.06	63,449.24	70,075.30	26,999.00	0.00	26,999.00	-61.5%
6) Enterprise	6000-6999		0.00	169.50	169.50	0.00	0.00	0.00	-100.0%
7) General Administration	7000-7999		2,749,874.04	657,377.13	3,407,251.17	2,924,670.00	339,103.00	3,263,773.00	-4.2%
8) Plant Services	8000-8999	_	2,590,207.06	2,620,883.37	5,211,090.43	2,673,679.00	4,092,102.00	6,765,781.00	29.8%
9) Other Outgo	9000-9999	Except 7600-7699	143,505.80	0.00	143,505.80	132,341.00	0.00	132,341.00	-7.8%
10) TOTAL, EXPENDITURES			28,358,666.99	20,024,625.11	48,383,292.10	30,340,838.00	20,211,189.00	50,552,027.00	4.5%
C. EXCESS (DEFICIENCY) OF REVENUE: OVER EXPENDITURES BEFORE OTHE FINANCING SOURCES AND USES (A5	ER .		8,369,517.19	(2,977,228.33)	5,392,288.86	5,382,965.00	(7,148,418.00)	(1,765,453.00)	-132.7%
D. OTHER FINANCING SOURCES/USES									
Interfund Transfers a) Transfers In		8900-8929	21.919.26	0.00	21,919.26	10.950.00	0.00	10,950.00	-50.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses		1000-1029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Sources		8930-8979	0.00	0.00	0.00	10,000.00	0.00	10,000.00	New
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(4,934,567.64)	4,934,567.64	0.00	(6,616,909.00)	6,616,909.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCE	ES/USES		(4,912,648.38)	4,934,567.64	21,919.26	(6,595,959.00)	6,616,909.00	20,950.00	-4.4%

			2021	-22 Unaudited Actu	als		2022-23 Budget		
Description	Function Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND									
BALANCE (C + D4)			3,456,868.81	1,957,339.31	5,414,208.12	(1,212,994.00)	(531,509.00)	(1,744,503.00)	-132.2%
F. FUND BALANCE, RESERVES									
Beginning Fund Balance a) As of July 1 - Unaudited		9791	7,314,860.07	1,015,830.58	8,330,690.65	10,771,728.88	2,973,169.89	13,744,898.77	65.0%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,314,860.07	1,015,830.58	8,330,690.65	10,771,728.88	2,973,169.89	13,744,898.77	65.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,314,860.07	1,015,830.58	8,330,690.65	10,771,728.88	2,973,169.89	13,744,898.77	65.0%
2) Ending Balance, June 30 (E + F1e)			10,771,728.88	2,973,169.89	13,744,898.77	9,558,734.88	2,441,660.89	12,000,395.77	-12.7%
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	381,080.79	0.00	381,080.79	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	2,973,169.89	2,973,169.89	0.00	2,441,660.89	2,441,660.89	-17.9%
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	2,757,000.00	0.00	2,757,000.00	New
Textbook Adoptions	0000	9760				1,000,000.00		1,000,000.00	
Technology Upgrades/Replacement	0000	9760				1,000,000.00		1,000,000.00	
Facilities	0000	9760				757,000.00		757,000.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	8,919,149.33	0.00	8,919,149.33	5,285,174.07	0.00	5,285,174.07	-40.7%
Reserve for Facilities	0000	9780	1,000,000.00		1,000,000.00				
Remaining Reserve for Board Approval	0000	9780	7,264,670.06		7,264,670.06				
Site Lottery Reserve	1100	9780	31,175.48		31,175.48				
Reserve for Lottery	1100	9780	623,303.79		623,303.79				
Remaining Reserve for Board Approval	0000	9780				4,600,250.80		4,600,250.80	
Site Lottery Reserve	1100	9780				74,200.00		74,200.00	
Reserve for Lottery	1100	9780				610,723.27		610,723.27	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,451,498.76	0.00	1,451,498.76	1,516,560.81	0.00	1,516,560.81	4.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

		2021-22	2022-23
Resource	Description	Unaudited Actuals	Budget
2600	Expanded Learning Opportunities Program	1,078,928.06	1,263,735.06
6266	Educator Effectiveness, FY 2021-22	930,089.37	474,459.37
6300	Lottery: Instructional Materials	187,637.94	187,637.94
6546	Mental Health-Related Services	19,372.58	19,372.58
6547	Special Education Early Intervention Preschool Grant	288,568.00	178,438.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	106,108.00	0.00
7029	Child Nutrition: Food Service Staff Training Funds	25,472.00	0.00
7311	Classified School Employee Professional Development Block Grant	23,686.13	2,986.13
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Sta	77,108.64	77,108.64
7810	Other Restricted State	2,585.23	2,585.23
9010	Other Restricted Local	233,613.94	235,337.94
Total. Restric	cted Balance	2.973.169.89	2.441.660.89

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	173,568.54	0.00	-100.0%
5) TOTAL, REVENUES			173,568.54	0.00	-100.0%
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	146,927.39	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
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			146,927.39	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B9) D. OTHER FINANCING SOURCES/USES			26,641.15	0.00	-100.0%
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%
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%

			2021-22	2022-23	Percent
Description	Resource Codes	Object Codes	Unaudited Actuals	Budget	Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			26,641.15	0.00	-100.0%
F. FUND BALANCE, RESERVES					
Beginning Fund Balance As of July 1 - Unaudited		9791	0.00	145,974.22	New
b) Audit Adjustments		9793	119,333.07	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			119,333.07	145,974.22	22.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			119,333.07	145,974.22	22.3%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance a) Nonspendable			145,974.22	145,974.22	0.0%
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	145,974.22	145,974.22	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	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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
G. ASSETS					
1) Cash a) in County Treasury		9110	0.00		
The county Frederly The county Frede	rv	9111	0.00		
b) in Banks	· y	9120	145,974.22		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
· -		9140			
e) Collections Awaiting Deposit			0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			145,974.22		
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 Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
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)			145,974.22		

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.09
All Other Sales		8639	0.00	0.00	0.09
Interest		8660	0.00	0.00	0.09
Net Increase (Decrease) in the Fair Value of Investment	ds.	8662	0.00	0.00	0.00
All Other Fees and Contracts		8689	0.00	0.00	0.09
All Other Local Revenue		8699	173,568.54	0.00	-100.09
TOTAL, REVENUES			173,568.54	0.00	-100.09
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.09
Certificated Pupil Support Salaries		1200	0.00	0.00	0.09
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.09
Other Certificated Salaries		1900	0.00	0.00	0.09
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.09
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.09
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.09
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.09
Other Classified Salaries		2900	0.00	0.00	0.09
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.09
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.09
PERS		3201-3202	0.00	0.00	0.09
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00
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	0.00
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

<u>Description</u> Re	esource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
BOOKS AND SUPPLIES					
Materials and Supplies		4300	146,927.39	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			146,927.39	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITU	JRES		0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COS	STS		0.00	0.00	0.0%
TOTAL, EXPENDITURES			146,927.39	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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					
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					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
(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 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	2021-22 Unaudited Actuals	2022-23 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	173,568.54	0.00	-100.0%
5) TOTAL, REVENUES			173,568.54	0.00	-100.0%
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		146,927.39	0.00	100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			146,927.39	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			26,641.15	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
Interfund Transfers a) Transfers In		9000 9030	0.00	0.00	0.0%
		8900-8929 7600-7629			
b) Transfers Out		1000-1029	0.00	0.00	0.0%
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			26,641.15	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	145,974.22	New
b) Audit Adjustments		9793	119,333.07	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			119,333.07	145,974.22	22.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			119,333.07	145,974.22	22.3%
2) Ending Balance, June 30 (E + F1e)			145,974.22	145,974.22	0.0%
Components of Ending Fund Balance a) Nonspendable		2=11			
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	145,974.22	145,974.22	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	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%

		2021-22	2022-23
Resource	Description	Unaudited Actuals	Budget
8210	Student Activity Funds	145,974.22	145,974.22
Total, Restr	icted Balance	145,974.22	145,974.22

Description	Resource Codes Obje	ect Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
A. REVENUES	-				
1) LCFF Sources	80)10-8099	0.00	0.00	0.0%
2) Federal Revenue	81	100-8299	49,800.00	0.00	-100.0%
3) Other State Revenue	83	300-8599	671,165.00	643,692.00	-4.1%
4) Other Local Revenue	86	600-8799	7,763.00	1,000.00	-87.1%
5) TOTAL, REVENUES			728,728.00	644,692.00	-11.5%
B. EXPENDITURES					
1) Certificated Salaries	10	000-1999	240,104.13	264,596.00	10.2%
Classified Salaries	20	000-2999	179,741.51	153,361.00	-14.7%
3) Employee Benefits	30	000-3999	150,734.62	154,700.00	2.6%
4) Books and Supplies	40	000-4999	9,398.16	39,278.00	317.9%
5) Services and Other Operating Expenditures	50	000-5999	36,491.80	35,710.00	-2.1%
6) Capital Outlay	60	00-6999	29,483.86	0.00	-100.0%
Other Outgo (excluding Transfers of Indirect Costs)		00-7299, 100-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs	73	300-7399	31,104.95	18,911.00	-39.2%
9) TOTAL, EXPENDITURES			677,059.03	666,556.00	-1.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER			54 000 07	(24.004.00)	440.207
FINANCING SOURCES AND USES (A5 - B9) D. OTHER FINANCING SOURCES/USES			51,668.97	(21,864.00)	-142.3%
1) Interfund Transfers					
a) Transfers In	89	900-8929	0.00	0.00	0.0%
b) Transfers Out	76	600-7629	0.00	0.00	0.0%
Other Sources/Uses a) Sources	89	930-8979	0.00	0.00	0.0%
b) Uses		30-7699	0.00	0.00	0.0%
3) Contributions	89	980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

<u>Description</u>	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			51,668.97	(21,864.00)	-142.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	106,992.78	158,661.75	48.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			106,992.78	158,661.75	48.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			106,992.78	158,661.75	48.3%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			158,661.75	136,797.75	-13.8%
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	158,661.75	136,797.75	-13.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
G. ASSETS					
1) Cash a) in County Treasury		9110	42,862.99		
Fair Value Adjustment to Cash in County Treasu	ry	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	150,675.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	1,659.94		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			195,197.93		
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	3,771.29		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	32,764.89		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			36,536.18		
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) - (l6 + J2)			158,661.75		

Decarintion	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
Description FEDERAL REVENUE	Resource Codes	Object Codes	Unaddited Actuals	Buuget	Difference
		0000	0.00	0.00	0.00/
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	49,800.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			49,800.00	0.00	-100.0%
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	612,138.00	583,567.00	-4.7%
All Other State Revenue	All Other	8590	59,027.00	60,125.00	1.9%
TOTAL, OTHER STATE REVENUE			671,165.00	643,692.00	-4.1%
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	1,263.00	1,000.00	-20.8%
Net Increase (Decrease) in the Fair Value of Investment	s	8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	6,500.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,763.00	1,000.00	-87.1%
TOTAL, REVENUES			728,728.00	644,692.00	-11.5%

Description	Resource Codes Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
CERTIFICATED SALARIES				
	4400	200 404 50	000 400 00	0.70
Certificated Teachers' Salaries	1100	228,424.56	206,198.00	-9.7%
Certificated Pupil Support Salaries	1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries	1300	0.00	0.00	0.0%
Other Certificated Salaries	1900	11,679.57	58,398.00	400.0%
TOTAL, CERTIFICATED SALARIES		240,104.13	264,596.00	10.2%
CLASSIFIED SALARIES				
Classified Instructional Salaries	2100	113,496.85	104,366.00	-8.0%
Classified Support Salaries	2200	11,791.86	11,750.00	-0.4%
Classified Supervisors' and Administrators' Salaries	2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries	2400	54,452.80	37,245.00	-31.6%
Other Classified Salaries	2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES		179,741.51	153,361.00	-14.7%
EMPLOYEE BENEFITS				
STRS	3101-3102	66,532.70	77,494.00	16.5%
PERS	3201-3202	17,205.92	11,058.00	-35.7%
OASDI/Medicare/Alternative	3301-3302	16,540.41	15,562.00	-5.9%
Health and Welfare Benefits	3401-3402	38,026.35	38,265.00	0.6%
Unemployment Insurance	3501-3502	2,099.54	2,092.00	-0.4%
Workers' Compensation	3601-3602	8,315.08	8,390.00	0.9%
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	2,014.62	1,839.00	-8.7%
TOTAL, EMPLOYEE BENEFITS		150,734.62	154,700.00	2.6%
BOOKS AND SUPPLIES		100,701.02	101,100.00	2.070
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	9,398.16	39,278.00	317.9%
Noncapitalized Equipment	4400	0.00	0.00	0.0%
Food	4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES		9,398.16	39,278.00	317.9%

Description Ro	esource Codes Object	ct Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services	5	5100	0.00	0.00	0.0%
Travel and Conferences	5	5200	856.32	0.00	-100.0%
Dues and Memberships	5	5300	0.00	0.00	0.0%
Insurance	540	0-5450	0.00	0.00	0.0%
Operations and Housekeeping Services	5	5500	32,391.87	34,000.00	5.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements	5	5600	1,500.00	0.00	-100.0%
Transfers of Direct Costs	5	5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund	5	5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures	5	5800	1,360.00	1,210.00	-1 <u>1.0%</u>
Communications	5	5900	383.61	500.00	30.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITU	JRES		36,491.80	35,710.00	-2.1%
CAPITAL OUTLAY					
Land	6	3100	0.00	0.00	0.0%
Land Improvements	6	6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings	6	3200	0.00	0.00	0.0%
Equipment	6	6400	0.00	0.00	0.0%
Equipment Replacement	6	5500	29,483.86	0.00	-100.0%
Lease Assets	6	600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			29,483.86	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others	7	299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest	7	7438	0.00	0.00	0.0%
Other Debt Service - Principal	7	439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Co.	sts)		0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund	7	7 350	31,104.95	18,911.00	-39.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COS	STS		31,104.95	18,911.00	-39.2%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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 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%
		7099	0.00		
(d) TOTAL, USES CONTRIBUTIONS			0.00	0.00	0.0%
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%

Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
	8010-8099	0.00	0.00	0.0%
	8100-8299	49,800.00	0.00	-100.0%
	8300-8599	671,165.00	643,692.00	-4.1%
	8600-8799	7,763.00	1,000.00	87.1%
		728,728.00	644,692.00	-11.5%
1000-1999		486,695.72	449,628.00	-7.6%
2000-2999		95,193.85	127,158.00	33.6%
3000-3999		13,593.52	18,561.00	36.5%
4000-4999		0.00	0.00	0.0%
5000-5999		0.00	0.00	0.0%
6000-6999		0.00	0.00	0.0%
7000-7999		31,104.95	18,911.00	-39.2%
8000-8999		50,470.99	52,298.00	3.6%
9000-9999	Except 7600-7699	0.00	0.00	0.0%
		677,059.03	666,556.00	-1.6%
		51,668.97	(21,864.00)	-142.3%
	8900-8929	0.00	0.00	0.0%
	7600-7629	0.00	0.00	0.0%
	0000 0000			
				0.0%
				0.0%
	8980-8999		0.00	0.0%
	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7000-7999 8000-8999	8010-8099 8100-8299 8300-8599 8600-8799 1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7000-7999 8000-8999 9000-9999 Except 7600-7699	Function Codes Object Codes Unaudited Actuals 8010-8099 0.00 8100-8299 49,800.00 8300-8599 671,165.00 728,728.00 728,728.00 1000-1999 486,695.72 2000-2999 95,193.85 3000-3999 13,593.52 4000-4999 0.00 6000-6999 0.00 7000-7999 31,104.95 8000-8999 50,470.99 9000-9999 7600-7699 0.00 677,059.03 51,668.97 8900-8929 0.00 7600-7629 0.00 8930-8979 0.00 7630-7699 0.00	Subject Codes

Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			51,668.97	(21,864.00)	-142.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	106,992.78	158,661.75	48.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			106,992.78	158,661.75	48.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			106,992.78	158,661.75	48.3%
2) Ending Balance, June 30 (E + F1e)			158,661.75	136,797.75	-13.8%
Components of Ending Fund Balance					
a) Nonspendable Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	158,661.75	136,797.75	-13.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Unaudited Actuals Child Development Fund Exhibit: Restricted Balance Detail

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Resource	Description	2021-22 Unaudited Actuals	2022-23 Budget
5059	Child Development: ARP California State Preschool Program	24,769.39	1,905.39
6130	Child Development: Center-Based Reserve Account	133,892.36	134,892.36
Total, Restr	icted Balance	158,661.75	136,797.75

Description	Resource Codes Object Co	2021-22 des Unaudited Actuals	2022-23 Budget	Percent Difference
A. REVENUES	•			
1) LCFF Sources	8010-809	9 0.00	0.00	0.0%
2) Federal Revenue	8100-829	9 2,512,238.26	1,999,895.00	-20.4%
3) Other State Revenue	8300-859	9 134,407.85	111,497.00	-17.0%
4) Other Local Revenue	8600-879	9 6,316.60	500.00	-92.1%
5) TOTAL, REVENUES		2,652,962.71	2,111,892.00	-20.4%
B. EXPENDITURES				
1) Certificated Salaries	1000-199	9 0.00	0.00	0.0%
2) Classified Salaries	2000-299	9 662,987.36	698,593.00	5.4%
3) Employee Benefits	3000-399	9 293,721.69	288,402.00	-1.8%
4) Books and Supplies	4000-499	9 896,011.63	777,509.00	-13.2%
5) Services and Other Operating Expenditures	5000-599	9 38,868.65	32,500.00	-16.4%
6) Capital Outlay	6000-699	9 25,496.75	0.00	-100.0%
Other Outgo (excluding Transfers of Indirect Costs)	7100-729 7400-749	· ·	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs	7300-739	9 57,485.30	62,491.00	8.7%
9) TOTAL, EXPENDITURES		1,974,571.38	1,859,495.00	-5.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER				
FINANCING SOURCES AND USES (A5 - B9)		678,391.33	252,397.00	-62.8%
D. OTHER FINANCING SOURCES/USES				
1) Interfund Transfers a) Transfers In	8900-892	9 0.00	0.00	0.0%
b) Transfers Out	7600-762	9 0.00	0.00	0.0%
Other Sources/Uses a) Sources	8930-897	9 0.00	0.00	0.0%
b) Uses	7630-769	9 0.00	0.00	0.0%
3) Contributions	8980-899	9 0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES		0.00	0.00	0.0%

<u>Description</u>	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			678,391.33	252,397.00	-62.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	186,082.43	864,473.76	364.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			186,082.43	864,473.76	364.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			186,082.43	864,473.76	364.6%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			864,473.76	1,116,870.76	29.2%
a) Nonspendable Revolving Cash		9711	10,000.00	0.00	-100.0%
Stores		9712	32,813.16	0.00	-100.0%
Stores		-		0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	821,660.60	1,116,870.76	35.9%
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
G. ASSETS				. • •	
Cash a) in County Treasury		9110	519,959.68		
The County Treasury 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	419,711.33		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	2,802.80		
6) Stores		9320	32,813.16		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			985,286.97		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
. LIABILITIES					
1) Accounts Payable		9500	63,327.91		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	57,485.30		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			120,813.21		
J. DEFERRED INFLOWS OF RESOURCES			. 20,0 . 0.21		
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY			5.50		
Ending Fund Balance, June 30					
(must agree with line F2) (G10 + H2) - (I7 + J2)			864,473.76		

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	2,509,175.26	1,999,895.00	-20.39
Donated Food Commodities		8221	0.00	0.00	0.09
All Other Federal Revenue		8290	3,063.00	0.00	-100.09
TOTAL, FEDERAL REVENUE			2,512,238.26	1,999,895.00	-20.49
OTHER STATE REVENUE					
Child Nutrition Programs		8520	134,407.85	111,497.00	-17.09
All Other State Revenue		8590	0.00	0.00	0.09
TOTAL, OTHER STATE REVENUE			134,407.85	111,497.00	-17.0
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.09
Food Service Sales		8634	1,045.47	0.00	-100.0°
Leases and Rentals		8650	0.00	0.00	0.09
Interest		8660	543.08	500.00	-7.99
Net Increase (Decrease) in the Fair Value of Investment	s	8662	0.00	0.00	0.09
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.00
Other Local Revenue					
All Other Local Revenue		8699	4,728.05	0.00	-100.09
TOTAL, OTHER LOCAL REVENUE			6,316.60	500.00	-92.1
TOTAL, REVENUES			2,652,962.71	2,111,892.00	-20.4

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
CERTIFICATED SALARIES	Resource Codes	Object Codes	Unaudited Actuals	Budget	Difference
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	540,840.95	574,452.00	6.2%
Classified Supervisors' and Administrators' Salaries		2300	85,603.74	85,393.00	-0.2%
Clerical, Technical and Office Salaries		2400	36,542.67	38,748.00	6.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			662,987.36	698,593.00	5.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	137,347.81	137,179.00	-0.1%
OASDI/Medicare/Alternative		3301-3302	49,141.80	53,479.00	8.8%
Health and Welfare Benefits		3401-3402	80,669.72	71,081.00	-11.9%
Unemployment Insurance		3501-3502	3,380.31	3,494.00	3.4%
Workers' Compensation		3601-3602	10,213.36	10,734.00	5.1%
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	12,968.69	12,435.00	-4.1%
TOTAL, EMPLOYEE BENEFITS			293,721.69	288,402.00	-1.8%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	82,265.86	64,300.00	-21.8%
Noncapitalized Equipment		4400	5,197.64	0.00	-100.0%
Food		4700	808,548.13	713,209.00	-11.8%
TOTAL, BOOKS AND SUPPLIES			896,011.63	777,509.00	-13.2%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,435.33	2,000.00	39.3%
Dues and Memberships		5300	0.00	5,500.00	New
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	4,718.27	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improveme	ents	5600	4,734.50	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	27,980.55	25,000.00	-1 <u>0.7%</u>
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPEND	DITURES		38,868.65	32,500.00	-16.4%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	13,263.43	0.00	-100.0%
Equipment Replacement		6500	12,233.32	0.00	-100.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			25,496.75	0.00	-100.0%
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	57,485.30	62,491.00	8.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT	COSTS		57,485.30	62,491.00	8.7%
TOTAL, EXPENDITURES			1,974,571.38	1,859,495.00	-5.8%

					_
Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	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 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				0.53	
(a - b + c - d + e)			0.00	0.00	0.0

Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,512,238.26	1,999,895.00	-20.4%
3) Other State Revenue		8300-8599	134,407.85	111,497.00	-17.0%
4) Other Local Revenue		8600-8799	6,316.60	500.00	-92.1%
5) TOTAL, REVENUES			2,652,962.71	2,111,892.00	-20.4%
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		1,912,367.81	1,797,004.00	-6.0%
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		57,485.30	62,491.00	8.7%
8) Plant Services	8000-8999		4,718.27	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,974,571.38	1,859,495.00	-5.8%
C. EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			678,391.33	252,397.00	-62.8%
D. OTHER FINANCING SOURCES/USES					
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		1000-1029	0.00	0.00	0.076
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%

<u>Description</u>	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			678,391.33	252,397.00	-62.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	186,082.43	864,473.76	364.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			186,082.43	864,473.76	364.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			186,082.43	864,473.76	364.6%
2) Ending Balance, June 30 (E + F1e)			864,473.76	1,116,870.76	29.2%
Components of Ending Fund Balance a) Nonspendable					
Revolving Cash		9711	10,000.00	0.00	-100.0%
Stores		9712	32,813.16	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	821,660.60	1,116,870.76	35.9%
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	Resource Description		2022-23 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	0.00	262,397.00
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimb	22,662.75	22,662.75
5330	Child Nutrition: Summer Food Service Program Operations	771,390.78	804,203.94
5460	Child Nutrition: CACFP COVID-19 Emergency Operational Co	27,607.07	27,607.07
Total, Restri	cted Balance	821,660.60	1,116,870.76

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	1,738.00	1,200.00	-31.0%
5) TOTAL, REVENUES			1,738.00	1,200.00	-31.0%
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%
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)			1,738.00	1,200.00	-31.0%
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%
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,738.00	1,200.00	-31.0%
F. FUND BALANCE, RESERVES					
Beginning Fund Balance As of July 1 - Unaudited		9791	273,664.23	275,402.23	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			273,664.23	275,402.23	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			273,664.23	275,402.23	0.6%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance a) Nonspendable			275,402.23	276,602.23	0.4%
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	275,402.23	276,602.23	0.4%
Reserve for Post Employment Benefits	0000	9780	275,402.23		
Reserve for Post Employment Benefits	0000	9780		276,602.23	
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
G. ASSETS					
1) Cash a) in County Treasury		9110	274,435.23		
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		
Accounts Receivable		9200	967.00		
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		
		9040			
9) TOTAL, ASSETS H. DEFERRED OUTFLOWS OF RESOURCES			275,402.23		
		0.400	0.00		
Deferred Outflows of Resources TOTAL DEFENDED OUTFLOWS		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			
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)			275,402.23		

Unaudited Actuals Special Reserve Fund for Postemployment Benefits Expenditures by Object

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	1,738.00	1,200.00	-31.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,738.00	1,200.00	-31.0%
TOTAL. REVENUES			1,738.00	1,200.00	-31.0%

Unaudited Actuals Special Reserve Fund for Postemployment Benefits Expenditures by Object

			2021-22	2022-23	Percent
Description	Resource Codes	Object Codes	Unaudited Actuals	Budget	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	2021-22 Unaudited Actuals	2022-23 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	1,738.00	1,200.00	-31.0%
5) TOTAL, REVENUES			1,738.00	1,200.00	-31.0%
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) TOTA <u>L,</u> EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,738.00	1,200.00	-31.0%
D. OTHER FINANCING SOURCES/USES					
Interfund Transfers a) Transfers In		9000 9030	0.00	0.00	0.0%
b) Transfers Out		8900-8929 7600-7629	0.00	0.00	0.0%
		7000-7029	0.00	0.00	0.076
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%

<u>Description</u>	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,738.00	1,200.00	-31.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	273,664.23	275,402.23	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			273,664.23	275,402.23	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			273,664.23	275,402.23	0.6%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance a) Nonspendable			275,402.23	276,602.23	0.4%
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) Reserve for Post Employment Benefits Reserve for Post Employment Benefits	0000 0000	9780 9780 9780	275,402.23 275,402.23	276,602.23	0.4%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Galt Joint Union Elementary Sacramento County

Unaudited Actuals Special Reserve Fund for Postemployment Benefits Exhibit: Restricted Balance Detail

34 67348 0000000 Form 20

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Resource	Description	2021-22 Unaudited Actuals	2022-23 Budget
Total, Restr	icted Balance	0.00	0.00

Description	Resource Codes Object Code	2021-22 Unaudited Actuals	2022-23 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	2.00	0.00	-100.0%
5) TOTAL, REVENUES		2.00	0.00	-100.0%
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	530.26	0.00	-100.0%
6) Capital Outlay	6000-6999	0.00	0.00	0.0%
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		530.26	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER				
FINANCING SOURCES AND USES (A5 - B9)		(528.26)	0.00	-100.0%
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%
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(528.26)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	528.26	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			528.26	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			528.26	0.00	-100.0%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			0.00	0.00	0.0%
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	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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
G. ASSETS		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
1) Cash		0110	0.00		
a) in County Treasury		9110	0.00		
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	1.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1.00		
H. DEFERRED OUTFLOWS OF RESOURCES	<u></u>				
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	1.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1.00		
J. DEFERRED INFLOWS OF RESOURCES			1.00		
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS		9090	0.00		
K. FUND EQUITY			0.00		
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	2.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments	5	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			2.00	0.00	-100.0%
TOTAL, REVENUES			2.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	0.09
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	0.00	0.00	0.0
Noncapitalized Equipment		4400	0.00	0.00	0.0
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0
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 Improvement	nts	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 F	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
Professional/Consulting Services and					
Operating Expenditures		5800	530.26	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDIT	URES		530.26	0.00	-100.0%
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%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
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					
Repayment of State School Building Fund		7.405		2.22	0.004
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 Co	osts)		0.00	0.00	0.0%
TOTAL, EXPENDITURES			530.26	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of		2252			0.00/
Capital Assets		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 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		7054	2.22		2.22
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	2021-22 Unaudited Actuals	2022-23 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	2.00	0.00	100.0%
5) TOTAL, REVENUES			2.00	0.00	-100.0%
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	530.26	0.00	-100.0%
10) TOTAL, EXPENDITURES			530.26	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B10)			(528.26)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
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		1000-1023	0.00	0.00	0.076
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%

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Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(528.26)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	528.26	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			528.26	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			528.26	0.00	-100.0%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance Nancepode less			0.00	0.00	0.0%
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	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%

Galt Joint Union Elementary Sacramento County

Unaudited Actuals Building Fund Exhibit: Restricted Balance Detail

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Resource	Description	2021-22 Unaudited Actuals	2022-23 Budget
Total, Restric	cted Balance	0.00	0.00

Description	Resource Codes Object Codes	2021-22 Unaudited Actuals	2022-23 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	1,672.00	1,741.00	4.1%
4) Other Local Revenue	8600-8799	764,250.70	400,000.00	-47.7%
5) TOTAL, REVENUES		765,922.70	401,741.00	-47.5%
B. EXPENDITURES				
1) Certificated Salaries	1000-1999	0.00	0.00	0.0%
2) Classified Salaries	2000-2999	28,984.59	45,305.00	56.3%
3) Employee Benefits	3000-3999	13,199.78	20,462.00	55.0%
4) Books and Supplies	4000-4999	0.00	1,000.00	New
5) Services and Other Operating Expenditures	5000-5999	48,217.94	38,115.00	-21.0%
6) Capital Outlay	6000-6999	124,286.20	0.00	-100.0%
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		214,688.51	104,882.00	-51.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER				
FINANCING SOURCES AND USES (A5 - B9) D. OTHER FINANCING SOURCES/USES		551,234.19	296,859.00	-46.1%
1) Interfund Transfers				
a) Transfers In	8900-8929	0.00	0.00	0.0%
b) Transfers Out	7600-7629	21,919.26	10,950.00	-50.0%
Other Sources/Uses a) Sources	8930-8979	0.00	0.00	0.0%
b) Uses	7630-7699	0.00	0.00	0.0%
	8980-8999	0.00		
3) Contributions	8980-8999		0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES		(21,919.26)	(10,950.00)	-50.0%

			2021-22	2022-23	Percent
Description	Resource Codes	Object Codes	Unaudited Actuals	Budget	Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			529,314.93	285,909.00	-46.0%
F. FUND BALANCE, RESERVES					
Beginning Fund Balance a) As of July 1 - Unaudited		9791	999,869.60	1,529,184.53	52.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			999,869.60	1,529,184.53	52.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			999,869.60	1,529,184.53	52.9%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			1,529,184.53	1,815,093.53	18.7%
a) Nonspendable Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,529,184.53	1,815,093.53	18.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
G. ASSETS					
Cash a) in County Treasury		9110	1,405,006.33		
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	144,464.46		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	1,633.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,551,103.79		
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	21,919.26		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			21,919.26		
J. DEFERRED INFLOWS OF RESOURCES			,		
Deferred Inflows of Resources		9690	0.00		
2) TOTAL. DEFERRED INFLOWS			0.00		
K. FUND EQUITY			3.30		
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,529,184.53		

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
OTHER STATE REVENUE				g	
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		0570	0.00	0.00	0.00
All Other State Revenue		8576 8590	0.00 1,672.00	1,741.00	0.09 4.19
		8390	1,672.00	1,741.00	4.17
TOTAL, OTHER STATE REVENUE OTHER LOCAL REVENUE			1,672.00	1,741.00	4.17
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	48,444.08	30,000.00	-38.1%
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	7,589.00	5,000.00	-34.1%
Net Increase (Decrease) in the Fair Value of Investments	S	8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	708,217.62	365,000.00	-48.5%
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			764,250.70	400,000.00	-47.79
TOTAL, REVENUES			765,922.70	401,741.00	-47.59

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	28,984.59	45,305.00	56.3%
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			28,984.59	45,305.00	56.3%
EMPLOYEE BENEFITS					
STRS		3101-3102	1,674.31	1,741.00	4.0%
PERS		3201-3202	6,637.06	11,494.00	73.2%
OASDI/Medicare/Alternative		3301-3302	2,173.31	3,313.00	52.4%
Health and Welfare Benefits		3401-3402	1,799.25	2,529.00	40.6%
Unemployment Insurance		3501-3502	144.94	227.00	56.6%
Workers' Compensation		3601-3602	445.21	696.00	56.3%
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	325.70	462.00	41.8%
TOTAL, EMPLOYEE BENEFITS			13,199.78	20,462.00	55.0%
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	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	1,000.00	New

Description	Resource Codes Object C	odes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
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	5400-54	450	0.00	0.00	0.0%
Operations and Housekeeping Services	5500)	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvement	nts 5600)	0.00	0.00	0.0%
Transfers of Direct Costs	5710)	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund	5750)	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures	5800)	48,217.94	38,115.00	-21.0%
Communications	5900)	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPEND	ITURES		48,217.94	38,115.00	-21.0%
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)	124,286.20	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)	0.00	0.00	0.0%
Equipment Replacement	6500)	0.00	0.00	0.0%
Lease Assets	6600)	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			124,286.20	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others	7299	9	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest	7438	3	0.00	0.00	0.0%
Other Debt Service - Principal	7439	9	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect	Costs)		0.00	0.00	0.0%
TOTAL, EXPENDITURES			214,688.51	104,882.00	-51.1%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
INTERFUND TRANSFERS	Resource codes	Object Codes	Ollaudited Actuals	Budget	Difference
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	21,919.26	10,950.00	-50.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			21,919.26	10,950.00	-50.0%
OTHER SOURCES/USES			,		
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds			5.55	5110	
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
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			0.00	0.00	0.0.
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			0.00	0.00	0.07
(a - b + c - d + e)			(21,919.26)	(10,950.00)	-50.0%

Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	1,672.00	1,741.00	4.1%
4) Other Local Revenue		8600-8799	764,250.70	400,000.00	
5) TOTAL, REVENUES			765,922.70	401,741.00	-47.5%
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		65,216.31	78,882.00	21.0%
8) Plant Services	8000-8999		149,472.20	26,000.00	-82.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			214,688.51	104,882.00	-51.1%
C. EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			551,234.19	296,859.00	-46.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers		0000 0000	0.00	0.00	0.00/
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	21,919.26	10,950.00	-50.0%
Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(21,919.26)	(10,950.00)	-50.0%

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Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			529,314.93	285,909.00	-46.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	999,869.60	1,529,184.53	52.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			999,869.60	1,529,184.53	52.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			999,869.60	1,529,184.53	52.9%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			1,529,184.53	1,815,093.53	18.7%
a) Nonspendable Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,529,184.53	1,815,093.53	18.7%
c) Committed Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned Other Assignments (by Resource/Object)		9780	0.00	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%

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		2021-22	2022-23	
Resource	Description	Unaudited Actuals	Budget	
9010	Other Restricted Local	1,529,184.53	1,815,093.53	
Total. Restric	ted Balance	1.529.184.53	1.815.093.53	

Description	Resource Codes Object Code	2021-22 s Unaudited Actuals	2022-23 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	2,998.00	0.00	-100.0%
5) TOTAL, REVENUES		2,998.00	0.00	-100.0%
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	949.74	0.00	-100.0%
6) Capital Outlay	6000-6999	1,250,246.13	0.00	-100.0%
Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES		1,251,195.87	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER				
FINANCING SOURCES AND USES (A5 - B9)		(1,248,197.87)	0.00	-100.0%
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%
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,248,197.87)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,248,197.87	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,248,197.87	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,248,197.87	0.00	-100.0%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			0.00	0.00	0.0%
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	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%

9110 9111 9120	382.00 0.00	Budget	Difference
9111			
9111			
	0.00		
9120	0.00		
0420	0.00		
9130	0.00		
9135	0.00		
9140	0.00		
9150	0.00		
9200	1,226.00		
9290	0.00		
9310	0.00		
9320	0.00		
9330	0.00		
9340	0.00		
9380	0.00		
	1,608.00		
9490	0.00		
	0.00		
9500	0.00		
9590	0.00		
9610	1,608.00		
9640	0.00		
9650	0.00		
	, , , , ,		
9690	0.00		
	0.00		
	9290 9310 9320 9330 9340 9380 9490 9500 9590 9610 9640 9650	9290 0.00 9310 0.00 9320 0.00 9330 0.00 9340 0.00 9380 0.00 1,608.00 9490 0.00 9590 0.00 9610 1,608.00 9640 0.00 9650 0.00 1,608.00	9290 0.00 9310 0.00 9320 0.00 9330 0.00 9340 0.00 9380 0.00 1,608.00 9490 0.00 9500 0.00 9590 0.00 9610 1,608.00 9640 0.00 9650 0.00 1,608.00

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,998.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investment	S	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			2,998.00	0.00	-100.0%
TOTAL, REVENUES			2,998.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.09
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.09
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0
Other Classified Salaries		2900	0.00	0.00	0.09
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	0.09
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.09
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.09
Workers' Compensation		3601-3602	0.00	0.00	0.09
OPEB, Allocated		3701-3702	0.00	0.00	0.09
OPEB, Active Employees		3751-3752	0.00	0.00	0.09
Other Employee Benefits		3901-3902	0.00	0.00	0.09
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	0.00	0.00	0.09
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Subagreements for Services Travel and Conferences Insurance Operations and Housekeeping Services Rentals, Leases, Repairs, and Noncapitalized Improvements	5100 5200 5400-5450 5500 5600	0.00 0.00 0.00	0.00 0.00 0.00	0.0
Travel and Conferences Insurance Operations and Housekeeping Services	5200 5400-5450 5500	0.00	0.00	
Insurance Operations and Housekeeping Services	5400-5450 5500	0.00		0.0
Operations and Housekeeping Services	5500		0.00	
		0.00		0.0
Pontola Logges Panairs and Nancapitalized Improvements	5600		0.00	0.0
Remais, Leases, Repairs, and Noncaphanzed improvements		0.00	0.00	0.0
Transfers of Direct Costs	5710	0.00	0.00	0.0
Transfers of Direct Costs - Interfund	5750	0.00	0.00	0.0
Professional/Consulting Services and Operating Expenditures	5800	949.74	0.00	-100.0
Communications	5900	0.00	0.00	0.0
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES	3300	949.74	0.00	-100.0
CAPITAL OUTLAY		343.14	0.00	-100.0
Land	6100	0.00	0.00	0.0
Land Improvements	6170	0.00	0.00	0.0
Buildings and Improvements of Buildings	6200	1,250,246.13	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	0.00	0.00	0.0
Equipment Replacement	6500	0.00	0.00	0.0
Lease Assets	6600	0.00	0.00	0.0
TOTAL, CAPITAL OUTLAY		1,250,246.13	0.00	-100.0
THER 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		T		
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
OTAL, EXPENDITURES		1,251,195.87	0.00	-100.

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund					
From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
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%
(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	2021-22 Unaudited Actuals	2022-23 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	2,998.00	0.00	100.0%
5) TOTAL, REVENUES			2,998.00	0.00	-100.0%
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		1,251,025.13	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	170.74	0.00	-100.0%
10) TOTAL, EXPENDITURES			1,251,195.87	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B10)			(1,248,197.87)	0.00	-100.0%
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%

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Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,248,197.87)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,248,197.87	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,248,197.87	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,248,197.87	0.00	-100.0%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			0.00	0.00	0.0%
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	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%

Unaudited Actuals County School Facilities Fund Exhibit: Restricted Balance Detail

34 67348 0000000 Form 35

_		2021-22	2022-23
Resource	Description	Unaudited Actuals	Budget
Total, Restricted Balance		0.00	0.00

Unaudited Actuals Capital Project Fund for Blended Component Units Expenditures by Object

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	48.00	0.00	-100.0%
5) TOTAL, REVENUES			48.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
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	8,653.10	0.00	-100.0%
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			8,653.10	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B9)			(8,605.10)	0.00	-100.0%
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%
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%

<u>Description</u>	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(8,605.10)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
Beginning Fund Balance a) As of July 1 - Unaudited		9791	8,605.10	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,605.10	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,605.10	0.00	-100.0%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance a) Nonspendable			0.00	0.00	0.0%
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	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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
G. ASSETS					
Cash a) in County Treasury		9110	0.00		
The start of	v	9111	0.00		
b) in Banks	,	9111	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
-		9135			
e) Collections Awaiting Deposit			0.00		
2) Assaurts Respirable		9150	0.00		
3) Accounts Receivable		9200	24.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			24.00		
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	24.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			24.00		
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)			0.00		

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
FEDERAL REVENUE	Resource codes	Object Godes	Onductied Actuals	Duuget	Difference
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE		0230	0.00	0.00	0.0%
OTHER STATE REVENUE			0.00	0.00	0.070
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	48.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investment	s	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			48.00	0.00	-100.0%
TOTAL, REVENUES			48.00	0.00	-100.0%

source Codes	2200 2300	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
	2200			
		0.00		
		0.00	0.00	0.0%
		0.00		
		0.00	0.00	0.0%
	2400	0.00	0.00	0.0%
	2900			0.0%
		0.00	0.00	0.0%
	3101-3102	0.00	0.00	0.0%
	3201-3202	0.00	0.00	0.0%
	3301-3302	0.00	0.00	0.0%
	3401-3402	0.00	0.00	0.0%
	3501-3502	0.00	0.00	0.0%
	3601-3602	0.00	0.00	0.0%
	3701-3702	0.00	0.00	0.0%
	3751-3752	0.00	0.00	0.0%
	3901-3902	0.00	0.00	0.0%
		0.00	0.00	0.0%
	4200	0.00	0.00	0.0%
				0.0%
				0.0%
	4400			
		0.00	0.00	0.0%
	5100	0.00	0.00	0.0%
				0.0%
				0.0%
				0.0%
				0.0%
				0.0%
				0.0%
		3201-3202 3301-3302 3401-3402 3501-3502 3601-3602 3701-3702 3751-3752	3101-3102	3101-3102

			2021-22	2022-23	Percent
<u>Description</u> F	Resource Codes	Object Codes	Unaudited Actuals	Budget	Difference
Professional/Consulting Services and					
Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDIT	URES		0.00	0.00	0.0%
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	8,653.10	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	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,653.10	0.00	-100.0%
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 Co	osts)		0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.652.40	0.00	400.007
IOTAL, LAFEINDITURES			8,653.10	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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	2021-22 Unaudited Actuals	2022-23 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 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	2021-22 Unaudited Actuals	2022-23 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	48.00	0.00	-100.0%
5) TOTAL, REVENUES			48.00	0.00	-100.0%
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		8,653.10	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTA <u>L,</u> EXPENDITURES			8,653.10	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(8,605.10)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
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%

			2021-22	2022-23	Percent
Description	Function Codes	Object Codes	Unaudited Actuals	Budget	Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(8,605.10)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,605.10	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,605.10	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,605.10	0.00	-100.0%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			0.00	0.00	0.0%
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	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%

Galt Joint Union Elementary Sacramento County

Unaudited Actuals Capital Project Fund for Blended Component Units Exhibit: Restricted Balance Detail

34 67348 0000000 Form 49

Resource	Description	2021-22 Unaudited Actuals	2022-23 Budget
Total, Restric	cted Balance	0.00	0.00

Description	Resource Codes	Obiect Codes	2021-22 Unaudited Actuals	2022-23 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	15,386.06	96,091.00	524.5%
4) Other Local Revenue		8600-8799	1,771,197.54	1,545,500.00	-12.7%
5) TOTAL, REVENUES			1,786,583.60	1,641,591.00	-8.1%
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%
Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,677,627.53	1,734,466.00	3.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,677,627.53	1,734,466.00	3.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B9)			108,956.07	(92,875.00)	-185.2%
D. OTHER FINANCING SOURCES/USES					
Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
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	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			108,956.07	(92,875.00)	-185.2%
F. FUND BALANCE, RESERVES			100,300.01	(32,010.00)	-100.270
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,405,813.85	1,514,769.92	7.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,405,813.85	1,514,769.92	7.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,405,813.85	1,514,769.92	7.8%
Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			1,514,769.92	1,421,894.92	-6.1%
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	1,514,769.92	1,421,894.92	-6.1%
Bond Interest and Redemption	0000	9780	1,514,769.92		
Bond Interest and Redemption	0000	9780		1,421,894.92	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

			2021-22	2022-23	Percent
	Resource Codes	Object Codes	Unaudited Actuals	Budget	Difference
G. ASSETS 1) Cash					
a) in County Treasury		9110	1,512,033.77		
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	2,892.00		
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			1,514,925.77		
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	155.85		
6) TOTAL, LIABILITIES			155.85		
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)			1,514,769.92		

Unaudited Actuals Bond Interest and Redemption Fund Expenditures by Object

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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 Voted Indebtedness Levies					
Homeowners' Exemptions		8571	15,386.06	13,847.00	-10.0%
Other Subventions/In-Lieu Taxes		8572	0.00	82,244.00	New
TOTAL, OTHER STATE REVENUE			15,386.06	96,091.00	524.5%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	1,661,217.12	1,496,492.00	-9.9%
Unsecured Roll		8612	47,266.05	49,008.00	3.7%
Prior Years' Taxes		8613	12,927.57	0.00	-100.0%
Supplemental Taxes		8614	44,338.96	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF					
Taxes		8629	135.14	0.00	-100.0%
Interest		8660	5,312.70	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investment	s	8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,771,197.54	1,545,500.00	-12.7%
TOTAL, REVENUES			1,786,583.60	1,641,591.00	-8.1%

Unaudited Actuals Bond Interest and Redemption Fund Expenditures by Object

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	4,000.00	New
Debt Service - Interest		7438	797,627.53	775,466.00	-2.8%
Other Debt Service - Principal		7439	880,000.00	955,000.00	8.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect	Costs)		1,677,627.53	1,734,466.00	3.4%
TOTAL, EXPENDITURES			1,677,627.53	1,734,466.00	3.4%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 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: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
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		7 000	0.00	0.00	0.0%
CONTRIBUTIONS			0.00	0.00	0.07/
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	
		0990			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	2021-22 Unaudited Actuals	2022-23 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	15,386.06	96,091.00	524.5%
4) Other Local Revenue		8600-8799	1,771,197.54	1,545,500.00	-12.7%
5) TOTAL, REVENUES			1,786,583.60	1,641,591.00	-8.1%
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	1,677,627.53	1,734,466.00	3.4%
10) TOTAL, EXPENDITURES			1,677,627.53	1,734,466.00	3.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B10)			108,956.07	(92,875.00)	-185.2%
D. OTHER FINANCING SOURCES/USES					
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		. 300 1020	0.00	0.00	0.070
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%

			2021-22	2022-23	Percent
Description	Function Codes	Object Codes		Budget	Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			108,956.07	(92,875.00)	-185.2%
F. FUND BALANCE, RESERVES			100,000.01	(32,070.00)	100.270
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,405,813.85	1,514,769.92	7.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,405,813.85	1,514,769.92	7.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,405,813.85	1,514,769.92	7.8%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			1,514,769.92	1,421,894.92	-6.1%
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	1,514,769.92	1,421,894.92	-6.1%
Bond Interest and Redemption Bond Interest and Redemption	0000 0000	9780 9780	1,514,769.92	1,421,894.92	
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	2021-22 Unaudited Actuals	2022-23 Budget
Total, Restric	ted Balance	0.00	0.00

Í	2021-	22 Unaudited	l Actuals	2022-23 Budget		
Description	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
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)	2,912.43	2,921.19	3,404.54	3,054.12	3,054.12	3,238.54
2. Total Basic Aid Choice/Court Ordered			2, 10 110 1	,,,,,,,,	-,,,,,,,,	
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)	2,912.43	2,921.19	3,404.54	3,054.12	3,054.12	3,238.54
5. District Funded County Program ADA		_,		,	-,	,
a. County Community Schools						
b. Special Education-Special Day Class	6.50	6.50	6.50	10.63	10.63	10.63
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)	6.50	6.50	6.50	10.63	10.63	10.63
6. TOTAL DISTRICT ADA	0.50	0.50	0.50	10.03	10.03	10.03
(Sum of Line A4 and Line A5g)	2 019 02	2,927.69	2 411 04	2 064 75	3,064.75	2 240 17
7. Adults in Correctional Facilities	2,918.93	2,921.09	3,411.04	3,064.75	3,004.73	3,249.17
8. Charter School ADA						
(Enter Charter School ADA using						
Tab C. Charter School ADA)						
Tab C. Charter School ADA)						

Page 1 of 1

	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	42,948.88		593,429.88
Total capital assets not being depreciated	4,435,619.00	0.00	4,435,619.00	42,948.88	0.00	4,478,567.88
Capital assets being depreciated:						
Land Improvements	1,864,113.00		1,864,113.00			1,864,113.00
Buildings	78,269,629.08	0.92	78,269,630.00	2,113,287.00		80,382,917.00
Equipment	3,494,398.00	1.00	3,494,399.00	331,055.00		3,825,454.00
Total capital assets being depreciated	83,628,140.08	1.92	83,628,142.00	2,444,342.00	0.00	86,072,484.00
Accumulated Depreciation for:	,		,	, ,		,
Land Improvements	(109,062.00)	4,507.00	(104,555.00)	(93,206.00)		(197,761.00)
Buildings	(46,872,211.00)	2.00	(46,872,209.00)	(2,784,132.00)		(49,656,341.00)
Equipment	(2,695,570.00)	(44,142.00)	(2,739,712.00)	(184,080.00)		(2,923,792.00)
Total accumulated depreciation	(49,676,843.00)	(39,633.00)	(49,716,476.00)	(3,061,418.00)	0.00	(52,777,894.00)
Total capital assets being depreciated, net excluding lease assets	33,951,297.08	(39,631.08)	33,911,666.00	(617,076.00)	0.00	33,294,590.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Governmental activity capital assets, net	38,386,916.08	(39,631.08)	38,347,285.00	(574,127.12)	0.00	37,773,157.88
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 excluding lease assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

2021-22 Unaudited Actuals FEDERAL GRANT AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME	TITLE I	ESSER I	ESSER II	ESSER III	ESSER III LEARNING LOSS	ESSER II STATE RESERVE	GEER II
FEDERAL CATALOG NUMBER							
RESOURCE CODE	3010	3210	3212	3213	3214	3216	3217
REVENUE OBJECT	8290	8290	8290	8290	8290	8290	8290
LOCAL DESCRIPTION (if any)							
AWARD							
Prior Year Carryover	295,970.94	38,953.20	2,332,200.81	4,401,546.00	0.00	0.00	0.00
2. a. Current Year Award	880,488.00	0.00	0.00	0.00	0.00		
b. Transferability (ESSA)							
c. Other Adjustments	(49,622.99)	360.00	(3,230.00)	1,610,914.00	1,542,300.00	349,927.00	80,311.00
d. Adj Curr Yr Award							
(sum lines 2a, 2b, & 2c)	830,865.01	360.00	(3,230.00)	1,610,914.00	1,542,300.00	349,927.00	80,311.00
3. Required Matching Funds/Other							
Total Available Award							
(sum lines 1, 2d, & 3)	1,126,835.95	39,313.20	2,328,970.81	6,012,460.00	1,542,300.00	349,927.00	80,311.00
REVENUES							·
5. Unearned Revenue Deferred from							
Prior Year	24,547.95	0.00	0.00	0.00	0.00	0.00	0.00
6. Cash Received in Current Year	1,102,288.00	39,313.20	1,408,242.81	1,385,154.00	385,473.00	87,482.00	20,078.00
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	1,126,835.95	39,313.20	1,408,242.81	1,385,154.00	385,473.00	87,482.00	20,078.00
EXPENDITURES							
Donor-Authorized Expenditures	1,073,110.36	39,313.20	2,328,970.81	2,290,339.32	112,719.49	32,806.50	80,311.00
10. Non Donor-Authorized							
Expenditures							
11. Total Expenditures (lines 9 & 10)	1,073,110.36	39,313.20	2,328,970.81	2,290,339.32	112,719.49	32,806.50	80,311.00
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)	53,725.59	0.00	(920,728.00)	(905, 185.32)	272,753.51	54,675.50	(60,233.00)
a. Unearned Revenue	53,725.59		, ,	,	272,753.51	54,675.50	, ,
b. Accounts Payable	·						
c. Accounts Receivable			920,728.00	905,185.32			60,233.00
14. Unused Grant Award Calculation			,	•			,
(line 4 minus line 9)	53,725.59	0.00	0.00	3,722,120.68	1,429,580.51	317,120.50	0.00
15. If Carryover is allowed,	,			,	, ,	ŕ	
enter line 14 amount here	53,725.59			3,722,120.68	1,429,580.51	317,120.50	
16. Reconciliation of Revenue	-,			, , , , , , , , , , , , , , , , , , , ,	, -,	,	
(line 5 plus line 6 minus line 13a							
minus line 13b plus line 13c)	1,073,110.36	39,313.20	2,328,970.81	2,290,339.32	112,719.49	32,806.50	80,311.00

2021-22 Unaudited Actuals FEDERAL GRANT AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

	ESSER III State			ARP IDEA Sec 611,		PL94-142 Parentally	
FEDERAL PROGRAMMANA	Reserve, Emrg	ESSER III, Learning	ADD IDEA O 044	Parentally Placed	DI 04 440	Placed Private	F 1 1 1 D 1 1 1
FEDERAL PROGRAM NAME	Need	Loss	ARP IDEA Sec 611	Private	PL94-142	Students	Federal Preschool
FEDERAL CATALOG NUMBER		2212			0010	2011	22.45
RESOURCE CODE	3218	3219	3305	3306	3310	3311	3315
REVENUE OBJECT	8290	8290	8182	8182	8181	8181	8182
LOCAL DESCRIPTION (if any)							
AWARD							
Prior Year Carryover	0.00	0.00	0.00	0.00	0.00	7,255.04	0.00
2. a. Current Year Award			160,122.00	2,542.00	844,195.00	13,400.00	43,203.00
b. Transferability (ESSA)					2,700.45	250.82	
c. Other Adjustments	228,112.00	393,226.00					
d. Adj Curr Yr Award							
(sum lines 2a, 2b, & 2c)	228,112.00	393,226.00	160,122.00	2,542.00	846,895.45	13,650.82	43,203.00
3. Required Matching Funds/Other							
Total Available Award							
(sum lines 1, 2d, & 3)	228,112.00	393,226.00	160,122.00	2,542.00	846,895.45	20,905.86	43,203.00
REVENUES	,	,	,	ĺ	,	,	•
5. Unearned Revenue Deferred from							
Prior Year	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Cash Received in Current Year	57,028.00	98,307.00	0.00	0.00	2,700.45	250.82	0.00
7. Contributed Matching Funds	,	,			,		
8. Total Available (sum lines 5, 6, & 7)	57,028.00	98,307.00	0.00	0.00	2,700.45	250.82	0.00
EXPENDITURES	, , , , , , , , , , , , , , , , , , , ,				,		
Donor-Authorized Expenditures	62,162.50	393,226.00	248.96	517.84	846,895.45	964.72	43,203.00
10. Non Donor-Authorized	5=,:5=:55			3.1.0	0.10,000.10		,
Expenditures							
11. Total Expenditures (lines 9 & 10)	62,162.50	393,226.00	248.96	517.84	846,895.45	964.72	43,203.00
12. Amounts Included in	02,102.00	000,220.00	210.00	011.01	0.10,000.10	001.112	10,200.00
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)	(5,134.50)	(294,919.00)	(248.96)	(517.84)	(844,195.00)	(713.90)	(43,203.00)
a. Unearned Revenue	(3,134.30)	(234,313.00)	(240.90)	(317.04)	(044, 193.00)	(713.90)	(43,203.00)
b. Accounts Payable							
c. Accounts Receivable	5,134.50	294,919.00	248.96	517.84	844,195.00	713.90	43,203.00
14. Unused Grant Award Calculation	5,154.50	294,919.00	240.90	317.04	044, 195.00	713.90	43,203.00
	165 040 50	0.00	150 072 04	2.024.46	0.00	10.044.44	0.00
(line 4 minus line 9)	165,949.50	0.00	159,873.04	2,024.16	0.00	19,941.14	0.00
15. If Carryover is allowed,	165 040 50		450.070.04	2.024.40		10.044.44	
enter line 14 amount here	165,949.50		159,873.04	2,024.16		19,941.14	
16. Reconciliation of Revenue							
(line 5 plus line 6 minus line 13a	00.400.50	000 000 00	0.40.00	-,,	0.40.00= :=	001-0	40.000.00
minus line 13b plus line 13c)	62,162.50	393,226.00	248.96	517.84	846,895.45	964.72	43,203.00

2021-22 Unaudited Actuals FEDERAL GRANT AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

	<u> </u>	1		4			
	SPED Mental						
FEDERAL PROGRAM NAME	Health IDEA	TITLE II	TITLE IV	TITLE IV SSAE	TITLE III	ARP HYC II	TOTAL
FEDERAL CATALOG NUMBER							
RESOURCE CODE	3327	4035	4127	4128	4203	5634	
REVENUE OBJECT	8182	8290	8290	8290	8290	8290	
LOCAL DESCRIPTION (if any)							
AWARD							
Prior Year Carryover	0.00	109,518.96	95,763.45	3,787.31	34,222.29	0.00	7,319,218.00
2. a. Current Year Award	38,761.00	95,248.00	77,358.00	0.00	96,452.00	27,725.00	2,279,494.00
b. Transferability (ESSA)							2,951.27
c. Other Adjustments			1,955.00				4,154,252.01
d. Adj Curr Yr Award							
(sum lines 2a, 2b, & 2c)	38,761.00	95,248.00	79,313.00	0.00	96,452.00	27,725.00	6,436,697.28
3. Required Matching Funds/Other							0.00
4. Total Available Award							
(sum lines 1, 2d, & 3)	38,761.00	204,766.96	175,076.45	3,787.31	130,674.29	27,725.00	13,755,915.28
REVENUES							
5. Unearned Revenue Deferred from							
Prior Year	0.00	0.00	9,356.45	3,787.31	0.00	0.00	37,691.71
6. Cash Received in Current Year	0.00	107,850.96	65,117.00		108,543.29	6,931.00	4,874,759.53
7. Contributed Matching Funds							0.00
8. Total Available (sum lines 5, 6, & 7)	0.00	107,850.96	74,473.45	3,787.31	108,543.29	6,931.00	4,912,451.24
EXPENDITURES							
Donor-Authorized Expenditures	38,761.00	204,766.96	175,076.45	3,787.31	124,429.29	0.00	7,851,610.16
10. Non Donor-Authorized							
Expenditures							0.00
11. Total Expenditures (lines 9 & 10)	38,761.00	204,766.96	175,076.45	3,787.31	124,429.29	0.00	7,851,610.16
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)	(38,761.00)	(96,916.00)	(100,603.00)	0.00	(15,886.00)	6,931.00	(2,939,158.92)
a. Unearned Revenue	, , ,	, ,	, ,		` '	6,931.00	388,085.60
b. Accounts Payable						·	0.00
c. Accounts Receivable	38,761.00	96,916.00	100,603.00		15,886.00		3,327,244.52
14. Unused Grant Award Calculation	-,	-, ,-	-,		-,		, ,
(line 4 minus line 9)	0.00	0.00	0.00	0.00	6,245.00	27,725.00	5,904,305.12
15. If Carryover is allowed,		2.30	2.00	2.30	2,- :2:30	.,.=	-,,
enter line 14 amount here					6,245.00	27,725.00	5,904,305.12
16. Reconciliation of Revenue					2,- :2:30	.,.=	-,,
(line 5 plus line 6 minus line 13a							
minus line 13b plus line 13c)	38.761.00	204.766.96	175.076.45	3.787.31	124.429.29	0.00	7.851.610.16

2021-22 Unaudited Actuals STATE GRANT AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

					In Person Instruction - IPI	
STATE PROGRAM NAME	ASES	UTK Plannng Grant	CTE	TUPE	Grant	TOTAL
RESOURCE CODE	6010	6053	6385	6690	7422	
REVENUE OBJECT	8590	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)						
AWARD						
Prior Year Carryover	28,235.31	0.00	264.22	3,017.75	1,042,592.67	1,074,109.95
2. a. Current Year Award	453,624.30	161,799.00				615,423.30
b. Other Adjustments	2.48				178,096.00	178,098.48
c. Adj Curr Yr Award						
(sum lines 2a & 2b)	453,626.78	161,799.00	0.00	0.00	178,096.00	793,521.78
Required Matching Funds/Other						0.00
4. Total Available Award						
(sum lines 1, 2c, & 3)	481,862.09	161,799.00	264.22	3,017.75	1,220,688.67	1,867,631.73
REVENUES						
5. Unearned Revenue Deferred from						
Prior Year	0.00	0.00	264.22	17.75	503,498.67	503,780.64
Cash Received in Current Year	436,497.18	160,294.00			717,190.00	1,313,981.18
7. Contributed Matching Funds	2.48					2.48
8. Total Available (sum lines 5, 6, & 7)	436,499.66	160,294.00	264.22	17.75	1,220,688.67	1,817,764.30
EXPENDITURES						
Donor-Authorized Expenditures	387,495.86	12,172.54	264.22	1,863.97	1,220,688.67	1,622,485.26
10. Non Donor-Authorized						
Expenditures						0.00
11. Total Expenditures (lines 9 & 10)	387,495.86	12,172.54	264.22	1,863.97	1,220,688.67	1,622,485.26
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)	49,003.80	148,121.46	0.00	(1,846.22)	0.00	195,279.04
a. Unearned Revenue	49,003.80	148,121.46				197,125.26
b. Accounts Payable						0.00
c. Accounts Receivable				1,846.22		1,846.22
14. Unused Grant Award Calculation						
(line 4 minus line 9)	94,366.23	149,626.46	0.00	1,153.78	0.00	245,146.47
15. If Carryover is allowed,						
enter line 14 amount here	94,366.23	149,626.46		1,153.78		245,146.47
16. Reconciliation of Revenue						
(line 5 plus line 6 minus line 13a						
minus line 13b plus line 13c)	387,493.38	12,172.54	264.22	1,863.97	1,220,688.67	1,622,482.78

2021-22 Unaudited Actuals LOCAL GRANT AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

LOCAL PROGRAM NAME		TOTAL
		IUIAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
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
Required Matching Funds/Other		0.00
Total Available Award		
(sum lines 1, 2c, & 3)	0.00	0.00
REVENUES		
5. Unearned Revenue Deferred from		
Prior Year		0.00
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		
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

2021-22 Unaudited Actuals FEDERAL AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

FEDERAL PROGRAM NAME	ECE MATH GRANT	TOTAL
FEDERAL CATALOG NUMBER	ECE WATH GRANT	IOIAL
RESOURCE CODE	5810	
REVENUE OBJECT	8290	
LOCAL DESCRIPTION (if any)	0290	
AWARD		
Prior Year Restricted		
Ending Balance	254.39	254.39
2. a. Current Year Award	254.59	0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award		0.00
(sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other	0.00	0.00
4. Total Available Award		0.00
(sum lines 1, 2c, & 3)	254.39	254.39
REVENUES	204.00	204.00
5. Cash Received in Current Year		0.00
6. Amounts Included in Line 5 for		0.00
Prior Year Adjustments		0.00
7. a. Accounts Receivable		
(line 2c minus lines 5 & 6)	0.00	0.00
b. Noncurrent Accounts Receivable		0.00
c. Current Accounts Receivable		
(line 7a minus line 7b)	0.00	0.00
8. Contributed Matching Funds		0.00
9. Total Available		
(sum lines 5, 7c, & 8)	0.00	0.00
EXPENDITURES		
10. Donor-Authorized Expenditures	254.39	254.39
11. Non Donor-Authorized		
Expenditures		0.00
12. Total Expenditures		
(line 10 plus line 11)	254.39	254.39
RESTRICTED ENDING BALANCE		
13. Current Year		
(line 4 minus line 10)	0.00	0.00

2021-22 Unaudited Actuals STATE AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

		Educator			SPED Early Intervention	Kitchen Infrastructure	Food Svc Staff
STATE PROGRAM NAME	ELOP	Effectiveness	Lottery IMF	State Mental Health	Preschool	Upgrades	Training
RESOURCE CODE	2600	6266	6300	6546	6547	7028	7029
REVENUE OBJECT	8590	8590	8590	8590	8590	8520	8520
LOCAL DESCRIPTION (if any)							
AWARD							
Prior Year Restricted							
Ending Balance	0.00	0.00	151,017.45	0.00	0.00	0.00	0.00
2. a. Current Year Award	1,105,241.00	992,023.00	253,861.88	102,970.00	288,568.00	106,108.00	25,472.00
b. Other Adjustments			(8,477.86)	45,866.68			
c. Adj Curr Yr Award							
(sum lines 2a & 2b)	1,105,241.00	992,023.00	245,384.02	148,836.68	288,568.00	106,108.00	25,472.00
3. Required Matching Funds/Other							
4. Total Available Award							
(sum lines 1, 2c, & 3)	1,105,241.00	992,023.00	396,401.47	148,836.68	288,568.00	106,108.00	25,472.00
REVENUES							
5. Cash Received in Current Year	1,005,739.00	793,618.00	181,410.83	148,836.68	231,772.00	106,108.00	25,472.00
6. Amounts Included in Line 5 for							
Prior Year Adjustments							
7. a. Accounts Receivable							
(line 2c minus lines 5 & 6)	99,502.00	198,405.00	63,973.19	0.00	56,796.00	0.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable							
(line 7a minus line 7b)	99,502.00	198,405.00	63,973.19	0.00	56,796.00	0.00	0.00
8. Contributed Matching Funds							
9. Total Available							
(sum lines 5, 7c, & 8)	1,105,241.00	992,023.00	245,384.02	148,836.68	288,568.00	106,108.00	25,472.00
EXPENDITURES							
10. Donor-Authorized Expenditures	26,312.94	61,933.63	208,763.53	129,464.10	0.00	0.00	0.00
11. Non Donor-Authorized							
Expenditures							
12. Total Expenditures							
(line 10 plus line 11)	26,312.94	61,933.63	208,763.53	129,464.10	0.00	0.00	0.00
RESTRICTED ENDING BALANCE							
13. Current Year							
(line 4 minus line 10)	1,078,928.06	930,089.37	187,637.94	19,372.58	288,568.00	106,108.00	25,472.00

2021-22 Unaudited Actuals STATE AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

	1		1	T			
	Class Emp Block						
STATE PROGRAM NAME	Grant	CSESAP	ELO	ELO - Para	Cal Recycle	CAASP	Maintenance
RESOURCE CODE	7311	7415	7425	7426	7810	7828	8150
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	8980
LOCAL DESCRIPTION (if any)							
AWARD							
Prior Year Restricted							
Ending Balance	25,916.75	0.00	397,948.99	56,527.47	249.73	11,292.81	208,842.38
2. a. Current Year Award	0.00	159,814.00	0.00	0.00	0.00	0.00	1,291,304.92
b. Other Adjustments			23,792.00	113,707.00			
c. Adj Curr Yr Award							
(sum lines 2a & 2b)	0.00	159,814.00	23,792.00	113,707.00	0.00	0.00	1,291,304.92
3. Required Matching Funds/Other							
4. Total Available Award							
(sum lines 1, 2c, & 3)	25,916.75	159,814.00	421,740.99	170,234.47	249.73	11,292.81	1,500,147.30
REVENUES							
5. Cash Received in Current Year	0.00	0.00	23,792.00	113,707.00	0.00	0.00	
6. Amounts Included in Line 5 for							
Prior Year Adjustments							
7. a. Accounts Receivable							
(line 2c minus lines 5 & 6)	0.00	159,814.00	0.00	0.00	0.00	0.00	1,291,304.92
b. Noncurrent Accounts Receivable		·					
c. Current Accounts Receivable							
(line 7a minus line 7b)	0.00	159,814.00	0.00	0.00	0.00	0.00	1,291,304.92
8. Contributed Matching Funds		,					, ,
9. Total Available							
(sum lines 5, 7c, & 8)	0.00	159,814.00	23,792.00	113,707.00	0.00	0.00	1,291,304.92
EXPENDITURES		·	·	·			
10. Donor-Authorized Expenditures	2,230.62	159,814.00	421,740.99	93,125.83	249.73	8,707.58	1,500,147.30
11. Non Donor-Authorized				,		·	
Expenditures							
12. Total Expenditures							
(line 10 plus line 11)	2,230.62	159,814.00	421,740.99	93,125.83	249.73	8,707.58	1,500,147.30
RESTRICTED ENDING BALANCE	,	, i		,		,	,
13. Current Year							
(line 4 minus line 10)	23,686.13	0.00	0.00	77,108.64	0.00	2,585.23	0.00

2021-22 Unaudited Actuals STATE AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

	ı
STATE DDOODAM NAME	TOTAL
STATE PROGRAM NAME	TOTAL
RESOURCE CODE	
REVENUE OBJECT	
LOCAL DESCRIPTION (if any)	
AWARD	
Prior Year Restricted	
Ending Balance	851,795.58
2. a. Current Year Award	4,325,362.80
b. Other Adjustments	174,887.82
c. Adj Curr Yr Award	
(sum lines 2a & 2b)	4,500,250.62
Required Matching Funds/Other	0.00
4. Total Available Award	
(sum lines 1, 2c, & 3)	5,352,046.20
REVENUES	
5. Cash Received in Current Year	2,630,455.51
6. Amounts Included in Line 5 for	
Prior Year Adjustments	0.00
7. a. Accounts Receivable	
(line 2c minus lines 5 & 6)	1,869,795.11
b. Noncurrent Accounts Receivable	0.00
c. Current Accounts Receivable	
(line 7a minus line 7b)	1,869,795.11
8. Contributed Matching Funds	0.00
9. Total Available	
(sum lines 5, 7c, & 8)	4,500,250.62
EXPENDITURES	
10. Donor-Authorized Expenditures	2,612,490.25
11. Non Donor-Authorized	
Expenditures	0.00
12. Total Expenditures	
(line 10 plus line 11)	2,612,490.25
RESTRICTED ENDING BALANCE	
13. Current Year	
(line 4 minus line 10)	2,739,555.95

2021-22 Unaudited Actuals LOCAL AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

			Medi-cal Billing				
LOCAL PROGRAM NAME	Special Education	Science Lab VO	Option	CA Space Grant	CALLI	JBMF	First 5
RESOURCE CODE	6500	9010	9010	9154	9156	9185	9328
REVENUE OBJECT	8792/8980	8590	8699	8699	8699	8699	8699
LOCAL DESCRIPTION (if any)							
AWARD							
Prior Year Restricted							
Ending Balance		226.50	84,273.66	13,226.30	13,082.03	23,337.17	0.00
2. a. Current Year Award	4,733,233.20	0.00	131,636.15			499,289.00	206,944.00
b. Other Adjustments							
c. Adj Curr Yr Award							
(sum lines 2a & 2b)	4,733,233.20	0.00	131,636.15	0.00	0.00	499,289.00	206,944.00
3. Required Matching Funds/Other							
4. Total Available Award							
(sum lines 1, 2c, & 3)	4,733,233.20	226.50	215,909.81	13,226.30	13,082.03	522,626.17	206,944.00
REVENUES							
5. Cash Received in Current Year	4,686,690.72	0.00	131,636.15	0.00	0.00	349,502.00	99,253.58
6. Amounts Included in Line 5 for							
Prior Year Adjustments							
7. a. Accounts Receivable							
(line 2c minus lines 5 & 6)	46,542.48	0.00	0.00	0.00	0.00	149,787.00	107,690.42
b. Noncurrent Accounts							
Receivable							
c. Current Accounts Receivable							
(line 7a minus line 7b)	46,542.48	0.00	0.00	0.00	0.00	149,787.00	107,690.42
Contributed Matching Funds							
9. Total Available							
(sum lines 5, 7c, & 8)	4,733,233.20	0.00	131,636.15	0.00	0.00	499,289.00	206,944.00
EXPENDITURES							
10. Donor-Authorized Expenditures	4,733,233.20	226.50	50,009.56	0.00	0.00	494,845.68	206,944.00
11. Non Donor-Authorized							
Expenditures							
12. Total Expenditures							
(line 10 plus line 11)	4,733,233.20	226.50	50,009.56	0.00	0.00	494,845.68	206,944.00
RESTRICTED ENDING BALANCE							
13. Current Year		_		,	,		_
(line 4 minus line 10)	0.00	0.00	165,900.25	13,226.30	13,082.03	27,780.49	0.00

2021-22 Unaudited Actuals LOCAL AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

							Student Mental
LOCAL PROGRAM NAME	GHALEP	Galt Schools JPA	Medi-cal MAA	Migrant Ed	Murphy Memorial	Non Agency	Health
RESOURCE CODE	9352	9353	9470	9590	9595	9600	9841
REVENUE OBJECT	8699	8699	8699	8689	8699	8699	8699
LOCAL DESCRIPTION (if any)							
AWARD							
Prior Year Restricted							
Ending Balance	2,135.07	0.12	13,271.18	9,223.22	2,366.66	0.00	1,500.13
2. a. Current Year Award	0.00	12,854.20	0.00	130,502.79	0.00		9,885.00
b. Other Adjustments	42.19				7.73	169.50	
c. Adj Curr Yr Award							
(sum lines 2a & 2b)	42.19	12,854.20	0.00	130,502.79	7.73	169.50	9,885.00
3. Required Matching Funds/Other							
Total Available Award							
(sum lines 1, 2c, & 3)	2,177.26	12,854.32	13,271.18	139,726.01	2,374.39	169.50	11,385.13
REVENUES							
5. Cash Received in Current Year	42.19	0.00	0.00	95,843.04	7.73	0.00	0.00
6. Amounts Included in Line 5 for							
Prior Year Adjustments							
7. a. Accounts Receivable							
(line 2c minus lines 5 & 6)	0.00	12,854.20	0.00	34,659.75	0.00	169.50	9,885.00
b. Noncurrent Accounts							
Receivable							
c. Current Accounts Receivable							
(line 7a minus line 7b)	0.00	12,854.20	0.00	34,659.75	0.00	169.50	9,885.00
8. Contributed Matching Funds							
9. Total Available							
(sum lines 5, 7c, & 8)	42.19	12,854.20	0.00	130,502.79	7.73	169.50	9,885.00
EXPENDITURES							
10. Donor-Authorized Expenditures	0.00	12,854.32	13,271.18	130,502.79	150.00	169.50	11,385.13
11. Non Donor-Authorized							
Expenditures							
12. Total Expenditures							
(line 10 plus line 11)	0.00	12,854.32	13,271.18	130,502.79	150.00	169.50	11,385.13
RESTRICTED ENDING BALANCE							
13. Current Year							
(line 4 minus line 10)	2,177.26	0.00	0.00	9,223.22	2,224.39	0.00	0.00

2021-22 Unaudited Actuals LOCAL AWARDS, REVENUES, AND EXPENDITURES - ALL FUNDS SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	Visiting Educator	Wells Fargo Scholarship	TOTAL
RESOURCE CODE	9890	9895	
REVENUE OBJECT	8699	8699	
LOCAL DESCRIPTION (if any)			
AWARD			
Prior Year Restricted			
Ending Balance	0.01	1,136.08	163,778.13
2. a. Current Year Award	143,409.95	0.00	5,867,754.29
b. Other Adjustments			219.42
c. Adj Curr Yr Award			
(sum lines 2a & 2b)	143,409.95	0.00	5,867,973.71
3. Required Matching Funds/Other			0.00
4. Total Available Award			
(sum lines 1, 2c, & 3)	143,409.96	1,136.08	6,031,751.84
REVENUES			
Cash Received in Current Year	132,170.41	0.00	5,495,145.82
6. Amounts Included in Line 5 for			
Prior Year Adjustments			0.00
7. a. Accounts Receivable			
(line 2c minus lines 5 & 6)	11,239.54	0.00	372,827.89
b. Noncurrent Accounts			
Receivable			0.00
c. Current Accounts Receivable			
(line 7a minus line 7b)	11,239.54	0.00	372,827.89
Contributed Matching Funds			0.00
9. Total Available			
(sum lines 5, 7c, & 8)	143,409.95	0.00	5,867,973.71
EXPENDITURES	440 400 00	4 400 00	5 700 407 00
10. Donor-Authorized Expenditures	143,409.96	1,136.08	5,798,137.90
11. Non Donor-Authorized			0.00
Expenditures			0.00
12. Total Expenditures	440,400,00	4 400 00	F 700 407 00
(line 10 plus line 11) RESTRICTED ENDING BALANCE	143,409.96	1,136.08	5,798,137.90
13. Current Year			
(line 4 minus line 10)	0.00	0.00	233,613.94
(IIIIe 4 Militus IIIIe 10)	0.00	0.00	233,013.94

Unaudited Actuals 2021-22 Unaudited Actuals GENERAL FUND

Current Expense Formula/Minimum Classroom Compensation

34 67348 0000000	
Form CEA	١

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	20,824,611.11	301	61,311.91	303	20,763,299.20	305	26,365.59		307	20,736,933.61	309
2000 - Classified Salaries	8,322,070.99	311	63,989.27	313	8,258,081.72	315	663,353.93		317	7,594,727.79	319
3000 - Employee Benefits	11,162,798.17	321	240,859.77	323	10,921,938.40	325	249,540.26		327	10,672,398.14	329
4000 - Books, Supplies Equip Replace. (6500)	2,735,168.27	331	106,662.44	333	2,628,505.83	335	567,248.19		337	2,061,257.64	339
5000 - Services & 7300 - Indirect Costs	4,575,673.71	341	3,916.30	343	4,571,757.41	345	868,774.90		347	3,702,982.51	349
			T	DTAL	47,143,582.56	365		T	OTAL	44,768,299.69	369

- 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.

				EDP			
PAF	RT II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		No.			
1.	Teacher Salaries as Per EC 41011	1100	17,688,508.63	375			
2.	Salaries of Instructional Aides Per EC 41011	2100	2,044,921.39	380			
3.	STRS.	3101 & 3102	4,580,621.20	382			
4.	PERS	3201 & 3202	437,862.60	383			
5.	OASDI - Regular, Medicare and Alternative	3301 & 3302	497,683.98	384			
6.	Health & Welfare Benefits (EC 41372)						
	(Include Health, Dental, Vision, Pharmaceutical, and						
	Annuity Plans)	3401 & 3402	1,250,425.79	385			
7.	Unemployment Insurance.	3501 & 3502	103,403.09	390			
8.	Workers' Compensation Insurance.	3601 & 3602	309,554.77	392			
9.	OPEB, Active Employees (EC 41372).	3751 & 3752	0.00				
10.	Other Benefits (EC 22310)	3901 & 3902	104,578.80	393			
11.	SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).		27,017,560.25	395			
12.	Less: Teacher and Instructional Aide Salaries and						
	Benefits deducted in Column 2.		0.00				
13a	Less: Teacher and Instructional Aide Salaries and						
	Benefits (other than Lottery) deducted in Column 4a (Extracted).		141,071.37	396			
b	Less: Teacher and Instructional Aide Salaries and						
	Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396			
	TOTAL SALARIES AND BENEFITS		26,876,488.88	397			
15.	Percent of Current Cost of Education Expended for Classroom						
	Compensation (EDP 397 divided by EDP 369) Line 15 must						
	equal or exceed 60% for elementary, 55% for unified and 50%						
	for high school districts to avoid penalty under provisions of EC 41372						
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)					
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).	44,768,299.69				
5.	Deficiency Amount (Part III, Line 3 times Line 4)	0.00				

RT IV: Explanation for adjustments entered in P	art 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	23,148,473.00	917,532.00	24,066,005.00		1,677,627.00	22,388,378.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	1,518,441.17	62,554.83	1,580,996.00		361,214.01	1,219,781.99	
Net Pension Liability	44,974,839.00	2,274,481.00	47,249,320.00		22,625,358.00	24,623,962.00	
Total/Net OPEB Liability	5,502,343.00	284,421.00	5,786,764.00		473,873.00	5,312,891.00	
Compensated Absences Payable	178,216.73	0.27	178,217.00	80,857.51	178,217.00	80,857.51	
Governmental activities long-term liabilities	75,322,312.90	3,538,989.10	78,861,302.00	80,857.51	25,316,289.01	53,625,870.50	0.00
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	
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

Unaudited Actuals 2021-22 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

34 67348 0000000 Form ESMOE

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Section I - Expenditures			Funds 01, 09, and 62			2021-22
			Goals	Functions	Objects	Expenditures
A.	Tot	al state, federal, and local expenditures (all resources)	All	All	1000-7999	48,383,292.10
В.		es all federal expenditures not allowed for MOE esources 3000-5999, except 3385)	All	All	1000-7999	7,851,893.70
C.	(All	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	34,501.83
	2.	Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6910	282,378.53
	3.	Debt Service	All	9100	5400-5450, 5800, 7430- 7439	31,902.09
	4.	Other Transfers Out	All	9200	7200-7299	0.00
	5.	Interfund Transfers Out	All	9300	7600-7629	0.00
				9100	7699	
	6.	All Other Financing Uses	All	9200	7651	0.00
	7.	Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	13,023.82
	8.	Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	7100-7133	3000-3333	1000-7333	10,025.52
		,	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.			
	10.	Total state and local expenditures not allowed for MOE calculation				
		(Sum lines C1 through C9)		1		361,806.27
L	Div	a additional MOE avpanditures:			1000-7143,	
٥.	1.	s additional MOE expenditures: Expenditures to cover deficits for food services			7300-7439 minus	
		(Funds 13 and 61) (If negative, then zero)	All	All	8000-8699	0.00
	2.	Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E	Tot	al expenditures subject to MOE				
		ne A minus lines B and C10, plus lines D1 and D2)				40,169,592.13

Galt Joint Union Elementary Sacramento County

Unaudited Actuals 2021-22 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

34 67348 0000000 Form ESMOE

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		2021-22 Annual ADA/
Section II - Expenditures Per ADA		Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		
	<u>-</u>	2,927.69
B. Expenditures per ADA (Line I.E divided by Line II.A)		13,720.58
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.)		
	37,206,317.79	10,900.46
Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
Total adjusted base expenditure amounts (Line A plus Line A.1)	37,206,317.79	10,900.46
B. Required effort (Line A.2 times 90%)	33,485,686.01	9,810.41
C. Current year expenditures (Line I.E and Line II.B)	40,169,592.13	13,720.58
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 2023-24 may be reduced by the lower of the two percentages)	0.00%	0.00%

Galt Joint Union Elementary Sacramento County

Unaudited Actuals 2021-22 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

34 67348 0000000 Form ESMOE

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Description of Adjustments	Total Expenditures	Expenditures Per ADA
otal adjustments to base expenditures	0.00	0.0

			2021-22 Calculations			2022-23 Calculations	
		Extracted		Entered Data/	Extracted		Entered Data/
		Data	Adjustments*	Totals	Data	Adjustments*	Totals
A. PR	IOR YEAR DATA		2020-21 Actual			2021-22 Actual	
(20	20-21 Actual Appropriations Limit and Gann ADA						
are	from district's prior year Gann data reported to the CDE)						
1.	FINAL PRIOR YEAR APPROPRIATIONS LIMIT						
ļ '·	(Preload/Line D11, PY column)	27,112,265.77	0.00	27,112,265.77			24,517,857.54
2.	PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	3,412.89	0.00	3,412.89			2,918.93
		_					
	JUSTMENTS TO PRIOR YEAR LIMIT	Ac	ljustments to 2020-		Ac	djustments to 2021-2	
3. 4.	District Lapses, Reorganizations and Other Transfers Temporary Voter Approved Increases			0.00			0.00
5.	Less: Lapses of Voter Approved Increases			0.00			0.00
6.	TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT						
	(Lines A3 plus A4 minus A5)			0.00			0.00
7	AD III OTA ITA TO DDI OD VITAD AD A						
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)						
	RRENT YEAR GANN ADA		2021-22 P2 Report			2022-23 P2 Estimate	
	21-22 data should tie to Principal Apportionment tware Attendance reports and include ADA for charter schools						
	orting with the district)						
1.	Total K-12 ADA (Form A, Line A6)	2,918.93	0.00	2,918.93	3,064.75	0.00	3,064.75
2.	Total Charter Schools ADA (Form A, Line C9)	0.00	0.00	0.00	0.00	0.00	0.00
3.	TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			2,918.93			3,064.75
	DDENT VEAD LOCAL DDOCEEDS OF TAVES/STATE		0004 00 A -4			0000 00 Ddt	
	RRENT YEAR LOCAL PROCEEDS OF TAXES/STATE RECEIVED		2021-22 Actual			2022-23 Budget	
	XES AND SUBVENTIONS (Funds 01, 09, and 62)						
1.	Homeowners' Exemption (Object 8021)	32,836.11	0.00	32,836.11	31,539.00	0.00	31,539.00
2.	Timber Yield Tax (Object 8022)	0.80	0.00	0.80	0.00	0.00	0.00
3.	Other Subventions/In-Lieu Taxes (Object 8029)	0.00	0.00	0.00	0.00	0.00	0.00
4. 5.	Secured Roll Taxes (Object 8041)	3,912,552.71 141,103.46	0.00	3,912,552.71 141,103.46	3,856,862.00 114,311.00	0.00	3,856,862.00 114,311.00
6.	Unsecured Roll Taxes (Object 8042) Prior Years' Taxes (Object 8043)	77,438.82	0.00	77,438.82	26,329.00	0.00	26,329.00
7.	Supplemental Taxes (Object 8044)	285,709.46	0.00	285,709.46	331,263.00	0.00	331,263.00
8.	Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	3,207,447.18	0.00	3,207,447.18	2,305,596.00	0.00	2,305,596.00
9.	Penalties and Int. from Delinquent Taxes (Object 8048)	0.00	0.00	0.00	0.00	0.00	0.00
10.	Other In-Lieu Taxes (Object 8082)	2,707.91	0.00	2,707.91	0.00	0.00	0.00
11.	Comm. Redevelopment Funds (objects 8047 & 8625)	536,810.13	0.00	536,810.13	193.528.00	0.00	193,528.00
12.	()	0.00	0.00	0.00	0.00	0.00	0.00
13.	(,,	0.00	0.00	0.00	0.00	0.00	0.00
14.	Penalties and Int. from Delinquent Non-LCFF			İ			
	Taxes (Object 8629) (Only those for the above taxes)	0.00	0.00	0.00	0.00	0.00	0.00
15.	Transfers to Charter Schools					1	
1	in Lieu of Property Taxes (Object 8096)						
16	TOTAL TAVES AND SUBVENTIONS	1		8,196,606.58	6,859,428.00	0.00	6,859,428.00
16.	TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	8,196,606,58	0.00				
16.	TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	8,196,606.58	0.00	6,190,000.36	0,000,420.00		
		8,196,606.58	0.00	6,190,000.38	0,000,420.00		-
ОТ	(Lines C1 through C15) HER LOCAL REVENUES (Funds 01, 09, and 62) To General Fund from Bond Interest and Redemption						
ОТ	(Lines C1 through C15) HER LOCAL REVENUES (Funds 01, 09, and 62) To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	8,196,606.58	0.00	0.00	0.00	0.00	0.00

		2021-22			2022-23 Calculations			
		Fortuna at and	Calculations	Fretained Batal	Calculations Extracted Entered			
		Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals	
EX	CLUDED APPROPRIATIONS					-		
19a	. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)							
19b	. Qualified Capital Outlay Projects			421,229.07			434,706.00	
190	. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)							
ОТ	HER EXCLUSIONS	1,291,304.92		1,291,304.92	2,347,863.00		2,347,863.00	
20.								
22.								
23.	TOTAL EXCLUSIONS (Lines C19 through C22)	1,291,304.92	0.00	1,712,533.99	2,347,863.00	0.00	2,782,569.00	
STA	ATE AID RECEIVED (Funds 01, 09, and 62)							
	LCFF - CY (objects 8011 and 8012)	26,303,933.00		26,303,933.00	27,871,108.00		27,871,108.00	
	LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	482,524.35		482,524.35	0.00		0.00	
20.	TOTAL STATE AID RECEIVED (Lines C24 plus C25)	26,786,457.35	0.00	26,786,457.35	27,871,108.00	0.00	27,871,108.00	
	TA FOR INTERFOR OALON ATION							
	TA FOR INTEREST CALCULATION Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	53,775,580.96		53,775,580.96	48,786,574.00		48,786,574.00	
	Total Interest and Return on Investments	, ,						
	(Funds 01, 09, and 62; objects 8660 and 8662)	66,688.70		66,688.70	35,000.00		35,000.00	
	PROPRIATIONS LIMIT CALCULATIONS ELIMINARY APPROPRIATIONS LIMIT		2021-22 Actual			2022-23 Budget		
1.	Revised Prior Year Program Limit (Lines A1 plus A6)			27,112,265.77			24,517,857.54	
2. 3.	Inflation Adjustment			1.0573			1.0755	
3.	Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.8553			1.0500	
4.	PRELIMINARY APPROPRIATIONS LIMIT							
	(Lines D1 times D2 times D3)			24,517,857.54			27,687,403.57	
AP	PROPRIATIONS SUBJECT TO THE LIMIT							
5.	Local Revenues Excluding Interest (Line C18)			8,196,606.58			6,859,428.00	
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) b. Maximum State Aid in Local Limit			350,271.60			367,770.00	
	 Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; 							
	but not less than zero)			18,033,784.95			23,610,544.57	
	 Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b) 			18,033,784.95			23,610,544.57	
7.	Local Revenues in Proceeds of Taxes			.,,			.,,.	
	a. Interest Counting in Local Limit (Line C28 divided by			00 500 40			04.075.47	
	[Lines C27 minus C28] times [Lines D5 plus D6c]) b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			32,569.48 8,229,176.06			21,875.17 6,881,303.17	
8.	State Aid in Proceeds of Taxes (Greater of Line D6a,			-,,			2,001,000111	
	or Lines D4 minus D7b plus C23; but not greater			40 004 045 47			00 500 000 40	
9.	than Line C26 or less than zero) Total Appropriations Subject to the Limit			18,001,215.47			23,588,669.40	
	a. Local Revenues (Line D7b)			8,229,176.06				
	b. State Subventions (Line D8)			18,001,215.47				
	c. Less: Excluded Appropriations (Line C23) d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT			1,712,533.99				
	(Lines D9a plus D9b minus D9c)			24,517,857.54				

Unaudited Actuals Fiscal Year 2021-22 School District Appropriations Limit Calculations

	1	2021-22		2022-23		
	2021-22 Calculations			2022-23 Calculations		
	Extracted	Calculations	Entered Data/	Extracted Entered D		
	Data	Adjustments*	Totals	Data	A dimeter auta*	
	Data	Aujustments	Totals	Data	Adjustments*	Totals
10. Adjustments to the Limit Per						
Government Code Section 7902.1						
			0.00			
(Line D9d minus D4)			0.00			
SUMMARY		2021-22 Actual			0000 00 Dd4	
		2021-22 Actual			2022-23 Budget	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			24,517,857.54			27,687,403.57
12. Appropriations Subject to the Limit			24,517,037.34			21,001,403.31
(Line D9d)			24,517,857.54			
(Line Bod)			24,017,007.04			
* Please provide below an explanation for each entry in the adjustments	column.					
r reace provide book an explanation for each only in the adjustments						
Nicole Lorenz		209-744-4545 x 311				
Gann Contact Person		Contact Phone Num	her			

B.

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 occur

A.

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6)

ipled by general administration.	
 Salaries and Benefits - Other General Administration and Centralized Data Processing Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-37 (Functions 7200-7700, goals 0000 and 9000) Contracted general administrative positions not paid through payroll Enter the costs, if any, of general administrative positions performing services ON SITE but paid contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each gene administrative position paid through a contract. Retain supporting documentation in case of audit 	1,599,903.58 through a
Salaries and Benefits - All Other Activities 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-37 (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000	
Percentage of Plant Services Costs Attributable to General Administration	

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.

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.

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.

n	n	n

4.16%

Par	t III -	Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)	
A.	Indi	irect Costs	
	1.	, 1	
		(Functions 7200-7600, objects 1000-5999, minus Line B9)	1,598,505.83
	2.	Centralized Data Processing, less portion charged to restricted resources or specific goals	- 00 /0/ 00
	3.	(Function 7700, objects 1000-5999, minus Line B10) External Financial Audit - Single Audit (Function 7190, resources 0000-1999,	702,161.28
	٥.	goals 0000 and 9000, objects 5000-5999)	
	4.	Staff Relations and Negotiations (Function 7120, resources 0000-1999,	23,500.00
	٦.	goals 0000 and 9000, objects 1000-5999)	0.00
	5.	Plant Maintenance and Operations (portion relating to general administrative offices only)	0.00
	0.	(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	162,595.56
	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
	g.	b. Less: Abnormal or Mass Separation Costs (Part II, Line B) Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	0.00 2,486,762.67
	9.		(139,154.55)
		Total Adjusted Indirect Costs (Line A8 plus Line A9)	2,347,608.12
В.	Bas	se Costs	
	1.	Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	30,006,302.88
	2.	Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	5,190,128.97
	3.	Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	3,337,951.48
	4.	Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	35,393.63
	5.	Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	70,075.30
	6. 7.	Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100) Board and Superintendent (Functions 7100-7180, objects 1000-5999,	169.50
	۲.	minus Part III, Line A4)	976,992.41
	8.	External Financial Audit - Single Audit and Other (Functions 7190-7191,	970,992.41
		objects 5000-5999, minus Part III, Line A3)	0.00
	9.	Other General Administration (portion charged to restricted resources or specific goals only)	
		(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
		resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	57,526.97
	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)	85,427.77
	11.	Plant Maintenance and Operations (all except portion relating to general administrative offices)	05,421.11
		(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	3,745,951.65
	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.		
		a. Less: Normal Separation Costs (Part II, Line A)	0.00
	14.	b. Plus: Abnormal or Mass Separation Costs (Part II, Line B) Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00 146,927.39
	15.		0.00
	16.	Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	616,470.22
	17.	Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,083,041.20
	18.	Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
	19.	Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	45,352,359.37
C.		ight Indirect Cost Percentage Before Carry-Forward Adjustment	
	-	r information only - not for use when claiming/recovering indirect costs)	E 1001
_	•	e A8 divided by Line B19)	5.48%
D.		iminary Proposed Indirect Cost Rate	
	-	r final approved fixed-with-carry-forward rate for use in 2023-24 see www.cde.ca.gov/fg/ac/ic) e A10 divided by Line B19)	5.18%
	(LIII		J. 10 /0

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 co	osts incurred in the current year (Part III, Line A8)	2,486,762.67
В.	Carry-for	ward adjustment from prior year(s)	
	1. Carry	-forward adjustment from the second prior year	(72,579.39)
	2. Carry	-forward adjustment amount deferred from prior year(s), if any	0.00
C.	Carry-for	ward adjustment for under- or over-recovery in the current year	
		r-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect ate (5.63%) times Part III, Line B19); zero if negative	0.00
	(appro	recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of oved indirect cost rate (5.63%) times Part III, Line B19) or (the highest rate used to er costs from any program (5.63%) times Part III, Line B19); zero if positive	(139,154.55)
D.	Prelimina	ry carry-forward adjustment (Line C1 or C2)	(139,154.55)
E.	Optional a	allocation of negative carry-forward adjustment over more than one year	
	the LEA c	negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA majorward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjust resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish	ay request that ustment over more
	Option 1.	Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	5.18%
	Option 2.	Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-69,577.28) is applied to the current year calculation and the remainder (\$-69,577.27) is deferred to one or more future years:	5.33%
	Option 3.	Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-46,384.85) is applied to the current year calculation and the remainder (\$-92,769.70) is deferred to one or more future years:	5.38%
	LEA reque	est for Option 1, Option 2, or Option 3	
			1
F.		vard adjustment used in Part III, Line A9 (Line D minus amount deferred if or Option 3 is selected)	(139,154.55)

Unaudited Actuals 2021-22 Unaudited Actuals Exhibit A: Indirect Cost Rates Charged to Programs

34 67348 0000000 Form ICR

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Approved indirect cost rate: 5.63% Highest rate used in any program: 5.63%

		Eligible Expenditures (Objects 1000-5999	Indirect Costs Charged	Rate
Fund	Resource	except 4700 & 5100)	(Objects 7310 and 7350)	Used
01	2600	22,524.79	1,268.15	5.63%
01	3010	896,951.96	50,498.40	5.63%
01	3210	36,261.67	2,041.53	5.63%
01	3212	2,025,577.19	114,040.00	5.63%
01	3213	1,294,204.04	72,863.69	5.63%
01	3306	517.84	29.15	5.63%
01	3310	843,137.10	3,758.35	0.45%
01	3311	913.30	51.42	5.63%
01	3315	40,900.31	2,302.69	5.63%
01	3327	36,695.07	2,065.93	5.63%
01	4035	182,681.97	10,284.99	5.63%
01	4127	123,028.96	6,926.53	5.63%
01	4203	117,797.30	6,631.99	5.63%
01	6010	319,909.31	15,995.46	5.00%
01	6053	11,523.75	648.79	5.63%
01	6266	58,632.61	3,301.02	5.63%
01	6546	122,563.76	6,900.34	5.63%
01	6690	1,764.62	99.35	5.63%
01	7311	2,111.73	118.89	5.63%
01	7422	1,155,626.88	65,061.79	5.63%
01	8150	990,749.48	55,779.20	5.63%
01	9010	1,016,332.98	48,571.72	4.78%
12	5058	46,030.96	540.95	1.18%
12	5059	23,696.50	1,334.11	5.63%
12	6052	4,788.66	211.34	4.41%
12	6105	489,392.83	27,552.82	5.63%
12	6127	26,034.27	1,465.73	5.63%
13	5320	83,576.98	4,580.02	5.48%
13	5330	950,100.44	52,065.50	5.48%
13	5460	15,324.53	839.78	5.48%

Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL				,	
Adjusted Beginning Fund Balance	9791-9795	621,831.74		151,017.45	772,849.19
State Lottery Revenue	8560	529,758.27		245.384.02	775,142.29
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted					
Resources (Total must be zero)	8980	0.00			0.00
6. Total Available					
(Sum Lines A1 through A5)		1,151,590.01	0.00	396,401.47	1,547,991.48
B. EXPENDITURES AND OTHER FINANCI					
Certificated Salaries	1000-1999	0.00			0.00
2. Classified Salaries	2000-2999	0.00			0.00
Employee Benefits	3000-3999	0.00			0.00
Books and Supplies	4000-4999	176,292.02		145,003.62	321,295.64
a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	269,091.56			269,091.56
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			63,759.91	63,759.91
6. Capital Outlay	6000-6999	51,727.16			51,727.16
7. Tuition	7100-7199	0.00			0.00
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
Transfers of Indirect Costs	7300-7399				
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 Financin	g Uses				
(Sum Lines B1 through B11)		497,110.74	0.00	208,763.53	705,874.27
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	654,479.27	0.00	187.637.94	842,117.21

D. COMMENTS:

Object 5800 is software curriculum and licenses

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Unaudited Actuals 2021-22 General Fund and Charter Schools Funds Program Cost Report Schedule of Allocation Factors (AF) for Support Costs

			Teacher Full-Time E	quivalents		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)
	istributed Expenditures, Funds 01, 09, and 62, 9000 (will be allocated based on factors input)	794,774.93	563,937.65	2,935,418.06	2,075,621.71	4,681,916.13	0.00	527,465.1
	n Factor(s) by Goal:	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
	location factors are only needed for a column if undistributed expenditures in line A.)							
Instructional Goal	s Description							
0001	Pre-Kindergarten	3.01	3.01	3.01	3.01	1.12	1.12	
1110	Regular Education, K-12	151.40	151.40	151.40	151.40	163.53	163.53	207.3
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							
4760	Bilingual							
4850	Migrant Education							
5000-5999	Special Education (allocated to 5001)	35.50	35.50	35.50	35.50	34.51	34.51	39.0
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)							
	Child Development (Fund 12)	3.59	3.59	3.59	3.59	5.88	5.88	
	Cafeteria (Funds 13 & 61)							
C. Total Allocation	,	195.50	195.50	195.50	195.50	207.04	207.04	246.3

Unaudited Actuals 2021-22 General Fund and Charter Schools Funds Program Cost Report

			Direct Costs -		Central Admin		Total Costs by
		Direct Charged	Allocated	Subtotal	Costs	Other Costs	Program
		(Schedule DCC)	(Schedule AC)	(col. 1 + 2)	(col. 3 x Sch. CAC line E)	(Schedule OC)	(col. 3 + 4 + 5)
Goal	Program/Activity	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Instructional		COIGIIII I		Column 5	Column	Columnia	Column
Goals							
0001	Pre-Kindergarten	382,943.51	123,398.59	506,342.10	37,902.47		544,244.57
1110	Regular Education, K–12	23,391,096.69	9,074,846.45	32,465,943.14	2,430,253.28		34,896,196.42
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	1,285,988.51	0.00	1,285,988.51	96,263.27		1,382,251.78
4850	Migrant Education	47,331.90	0.00	47,331.90	3,543.05		50,874.95
5000-5999	Special Education	7,423,734.72	2,020,561.02	9,444,295.74	706,957.15		10,151,252.89
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
Other Goals	s.						
7110	Nonagency - Educational	0.00	110,390.87	110,390.87	8,263.36		118,654.23
7150	Nonagency - Other	12,854.32	0.00	12,854.32	962.22		13,816.54
8100	Community Services	70,075.30	0.00	70,075.30	5,245.52		75,320.82
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
Other Costs							
	Food Services					166,666.13	166,666.13
	Enterprise					169.50	169.50
	Facilities Acquisition & Construction					472,540.88	472,540.88
	Other Outgo					143,505.80	143,505.80
Other	Adult Education, Child Development,						
Funds	Cafeteria, Foundation ([Column 3 +						
	CAC, line C5] times CAC, line E)		249,936.72	249,936.72	206,451.09		456,387.81
	Indirect Cost Transfers to Other Funds						
	(Net of Funds 01, 09, 62, Function 7210,						
	Object 7350)				(88,590.25)		(88,590.25)
	Total General Fund and Charter						
	Schools Funds Expenditures	32,614,024.95	11,579,133.65	44,193,158.60	3,407,251.16	782,882.31	48,383,292.07

Unaudited Actuals 2021-22 General Fund and Charter Schools Funds Program Cost Report Schedule of Direct Charged Costs (DCC)

		Instruction (Functions 1000-	Instructional Supervision and Administration (Functions 2100-	Library, Media, Technology and Other Instructional Resources	School Administration	Pupil Support Services	Pupil Transportation	Ancillary Services (Functions 4000-	Community Services (Functions 5000-	General Administration (Functions 7000-	Plant Maintenance and Operations (Functions 8100-	Facilities Rents and Leases	
Goal	Type of Program	1999)	2200)	2495)	(Function 2700)	3160 and 3900)	(Function 3600)	4999)	5999)	7999, except 7210)*		(Function 8700)	Total
Instructional													
Goals	1												
0001	Pre-Kindergarten	196,019.05	125,855.33	0.00	886.59	49,168.08	0.00	0.00			11,014.46	0.00	382,943.51
1110	Regular Education, K-12	23,117,529.39	156,701.11	59.87	0.00	35,793.73	0.00	35,393.63			45,618.96	0.00	23,391,096.69
1110	Regular Education, K-12	23,117,329.39	130,701.11	39.67	0.00	33,793.73	0.00	33,393.03			45,018.90	0.00	23,391,090.09
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
	Adult Career Technical												
4630	Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	_		0.00	0.00	0.00
4760	Bilingual	815,986.35	46,292.83	12,856.27	361,585.58	49,267.48	0.00	0.00	_		0.00	0.00	1,285,988.51
4850	Migrant Education	13,953.05	0.00	0.00	1,222.00	32,156.85	0.00	0.00			0.00	0.00	47,331.90
5000-5999	Special Education	6,687,373.86	156,104.14	0.00	33,380.29	146,977.11	399,899.32	0.00			0.00	0.00	7,423,734.72
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	12,854.32	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	12,854.32
8100	Community Services		0.00	0.00	0.00	0.00	0.00		70,075.30	0.00	0.00	0.00	70,075.30
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
Total Direct	Charged Costs	30,830,861.70	497,807.73	12,916.14	397,074.46	313,363.25	399,899.32	35,393.63	70,075.30	0.00	56,633.42	0.00	32,614,024.95
1 otal Dilect	Charged Costs	50,050,001.70	771,001.13	12,710.14	371,017.40	212,203.23	377,077.32	22,273.03	10,013.30	0.00	30,033.42	0.00	34,017,047.73

^{*} Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals 2021-22 General Fund and Charter Schools Funds Program Cost Report Schedule of Allocated Support Costs (AC)

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		Allocated Support Co.	sts (Based on factors in	put on Form PCRAF)	
Goal	Type of Program	Full-Time Equivalents	Classroom Units	Pupils Transported	Total
Instructional Goa	als				
0001	Pre-Kindergarten	98,071.38	25,327.21	0.00	123,398.59
1110	Regular Education, K-12	4,932,892.61	3,697,999.15	443,954.69	9,074,846.45
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	1,156,655.79	780,394.73	83,510.50	2,020,561.02
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	65,163.70	45,227.17	0.00	110,390.87
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)	116,968.85	132,967.87	0.00	249,936.72
	Cafeteria (Funds 13 and 61)		0.00		0.00
Total Allocated S	Support Costs	6,369,752.33	4,681,916.13	527,465.19	11,579,133.65

Unaudited Actuals 2021-22 Program Cost Report Schedule of Central Administration Costs (CAC)

A.	Central Administration Costs in General Fund and Charter Schools Funds	
	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and	
1	9000, Objects 1000-7999)	976,992.41
	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and	
2	9000, Objects 1000-7999)	23,500.00
	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal	
3	0000, Objects 1000-7999)	1,656,032.80
	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-	020.216.21
4	7999)	839,316.21
5	Total Central Administration Costs in General Fund and Charter Schools Funds	3,495,841.42
В.	Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	32,614,024.95
2	Total Allocated Costs (from Form PCR, Column 2, Total)	11,579,133.65
	Total Allocated Costs (Holli I offil I cit; Column 2, Total)	11,377,133.03
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	44,193,158.60
C.	Direct Charged Costs in Other Funds Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
1	Adult Education (Fund 11, Objects 1000-3999, except 3100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	616,470.22
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	1,891,589.33
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	2,508,059.55
D.	Total Direct Charged and Allocated Costs (B3 + C5)	46,701,218.15
E.	Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)	7.49%

Unaudited Actuals 2021-22 General Fund and Charter Schools Funds Program Cost Report Schedule of Other Costs (OC)

	Food Services	Enterprise	Facilities Acquisition & Construction	Other Outgo	
Type of Activity	(Function 3700)	(Function 6000)	(Function 8500)	(Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400-6910)	166,666.13				166,666.13
Enterprise (Objects 1000-5999, 6400-6910)	_	169.50			169.50
Facilities Acquisition & Construction (Objects 1000-6600)			472,540.88		472,540.88
Other Outgo (Objects 1000-7999)				143,505.80	143,505.80
Total Other Costs	166,666,13	169.50	472,540.88	143,505.80	782.882.31

Description	Direct Costs Transfers In 5750	- Interfund Transfers Out 5750	Indirect Cost Transfers In 7350	s - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail Other Sources/Uses Detail	0.00	0.00	0.00	(88,590.25)	21,919.26	0.00		
Fund Reconciliation					21,919.20	0.00	112,169.45	4,462.74
08 STUDENT ACTIVITY SPECIAL REVENUE FUND Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail	0.00	0.00	0.00	0.00	0.00	0.00		
Fund Reconciliation 09 CHARTER SCHOOLS SPECIAL REVENUE FUND						-	0.00	0.00
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail Fund Reconciliation					0.00	0.00	0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND							0.00	0.00
Expenditure Detail Other Sources/Uses Detail								
Fund Reconciliation				F			0.00	0.00
11 ADULT EDUCATION FUND Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail	0.00	0.00	0.00	0.00	0.00	0.00		
Fund Reconciliation 12 CHILD DEVELOPMENT FUND						-	0.00	0.00
Expenditure Detail	0.00	0.00	31,104.95	0.00				
Other Sources/Uses Detail				_	0.00	0.00	4.050.04	32,764.89
Fund Reconciliation 13 CAFETERIA SPECIAL REVENUE FUND						-	1,659.94	32,764.89
Expenditure Detail	0.00	0.00	57,485.30	0.00	0.00	0.00		
Other Sources/Uses Detail Fund Reconciliation				-	0.00	0.00	2,802.80	57,485.30
14 DEFERRED MAINTENANCE FUND	0.00							
Expenditure Detail Other Sources/Uses Detail	0.00	0.00			0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail		3.44		_	0.00	0.00		
Fund Reconciliation 7 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY						-	0.00	0.00
Expenditure Detail								
Other Sources/Uses Detail Fund Reconciliation				-	0.00	0.00	0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND						•	0.00	0.00
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail Fund Reconciliation				- h	0.00	0.00	0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail	0.00	0.00	0.00	0.00		0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS Expenditure Detail								
Other Sources/Uses Detail				_	0.00	0.00	2.22	0.00
Fund Reconciliation 21 BUILDING FUND						-	0.00	0.00
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail Fund Reconciliation				-	0.00	0.00	0.00	1.00
25 CAPITAL FACILITIES FUND	0.00	0.00						
Expenditure Detail Other Sources/Uses Detail	0.00	0.00			0.00	21,919.26		
Fund Reconciliation						-	1,633.00	21,919.26
80 STATE SCHOOL BUILDING LEASE/PURCHASE FUND Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation 85 COUNTY SCHOOL FACILITIES FUND						-	0.00	0.00
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail Fund Reconciliation				-	0.00	0.00	0.00	1,608.00
0 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS						•		.,
Expenditure Detail Other Sources/Uses Detail	0.00	0.00			0.00	0.00		
Fund Reconciliation							0.00	0.00
9 CAP PROJ FUND FOR BLENDED COMPONENT UNITS Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail	0.00	0.00			0.00	0.00		
Fund Reconciliation 51 BOND INTEREST AND REDEMPTION FUND						-	0.00	24.00
Expenditure Detail								
Other Sources/Uses Detail Fund Reconciliation					0.00	0.00	0.00	0.00
Fund Reconciliation 52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS						-	0.00	0.00
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail Fund Reconciliation				-	0.00	0.00	0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail Other Sources/Uses Detail					0.00	0.00		
o, ooa, ooo, ooo Dotan					2.30	2.30	0.00	0.00
Fund Reconciliation								
Fund Reconciliation 66 DEBT SERVICE FUND					l l			
Fund Reconciliation 66 DEBT SERVICE FUND Expenditure Detail Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation 66 DEBT SERVICE FUND Expenditure Detail Other Sources/Uses Detail Fund Reconciliation					0.00	0.00	0.00	0.00
Fund Reconciliation 66 DEBT SERVICE FUND Expenditure Detail Other Sources/Uses Detail	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

			FOR ALL FUND	S				
Description	Direct Costs - Transfers In 5750	Interfund Transfers Out 5750	Indirect Cost Transfers In 7350	ts - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND	0.00	0.00						
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	0.00	0.00	88.590.25	(88.590.25)	21,919,26	21,919,26	118.265.19	118.265.19

Galt Joint Union Elementary Sacramento County

Unaudited Actuals Special Education Maintenance of Effort 2021-22 Actual vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-A)

34 67348 0000000 Report SEMA

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SELPA: (??)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2021-22 Expenditures by LEA (LE-CY) and the 2020-21 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-A worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2021-22 expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2021-22 expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-A worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls

- Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- 2. A decrease in the enrollment of children with disabilities.
- The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
- The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
- 5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
		_
	_	
	<u> </u>	
	<u> </u>	
	·	
Total exempt reductions	0.00	0.00
rotal exempt reductions	0.00	0.00

SELPA:	(??)				
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SECTION 2

Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

Current year funding (IDEA Section 611 Local Assistance Grant Award - Resources 3305 and 3310) Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resource 3310 Increase in funding (if difference is positive) Maximum available for MOE reduction (50% of increase in funding) Current year funding (IDEA Section 619 - Resources 3308 and 3315) Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3305, 3308, 3310 and 3315) If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) Available for MOE reduction.	al Only
Assistance Grant Awards - Resource 3310 Increase in funding (if difference is positive) Maximum available for MOE reduction (50% of increase in funding) Current year funding (IDEA Section 619 - Resources 3308 and 3315) Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3305, 3308, 3310 and 3315) If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) (c)	_
Maximum available for MOE reduction (50% of increase in funding) Current year funding (IDEA Section 619 - Resources 3308 and 3315) Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3305, 3308, 3310 and 3315) If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) (c)	
increase in funding) Current year funding (IDEA Section 619 - Resources 3308 and 3315) Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3305, 3308, 3310 and 3315) If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) (c)	
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3305, 3308, 3310 and 3315) If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) (c)	
(EIS) (15% of current year funding - Resources 3305, 3308, 3310 and 3315) If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) (c)	
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)(c)	
Available for MOE reduction.	
(line (a) minus line (c), zero if negative)(d)	
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).	
If (b) is less than (a). Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE	
requirement)(e)	
Available to set aside for EIS (line (b) minus line (e), zero if negative) (f)	
Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must prov the ESEA programs, SACS Only Account Code, Local Account Code, and description of the activities paid with the free	

SELPA: (??)

SECTION 3	Column A	Column B	Column C
	Actual Expenditures (LE-CY Worksheet) FY 2021-22	Actual Expenditures Comparison Year 2019-20	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
 Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures. 			
a. Total special education expenditures	9,459,403.76		
b. Less: Expenditures paid from federal sources	1,255,979.71		
 c. Expenditures paid from state and local sources Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE 	8,203,424.05	7,788,331.88 0.00	
calculation		7,788,331.88	
Less: Exempt reduction(s) for SECTION1 Less: 50% reduction from SECTION 2 Net expenditures paid from state and local sources	8,203,424.05	0.00 0.00 7,788,331.88	415,092.17

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE compliance requirement is met based on the combination of state and local expenditures.

		Actual	Comparison Year	
	·	FY 2021-22	2020-21	Difference
2.	Under "Comparison Year," enter the most recent year in			
	which MOE compliance was met using the actual vs.			
	actual method based on the per capita state and local			
	expenditures.			
	experialtales.			
	-	0.450.400.70		
	a. Total special education expenditures	9,459,403.76		
	b. Less: Expenditures paid from federal sources	1,255,979.71		
	c. Expenditures paid from state and local sources	8,203,424.05	7,753,259.03	
	Add/Less: Adjustments required for MOE calculation	3,= 3, 1= 113	0.00	
	Comparison year's expenditures, adjusted for MOE		0.00	
	calculation		7,753,259.03	
	Calculation		7,733,239.03	
			0.00	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from state and local sources	8,203,424.05	7,753,259.03	
	d. Special education unduplicated pupil count	551	505	
	e. Per capita state and local expenditures (A2c/A2d)	14,888.25	15,352.99	(464.74)
	1	,		

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE compliance requirement is met based on the per capita state and local expenditures.

B. LOCAL EXPENDITURES ONLY METHOD

	Actual	Comparison Year	
1	FY 2021-22	2019-20	Difference
Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs.			
actual method based on local expenditures only.			
Expenditures paid from local sources	4,366,485.04	4,566,766.40	
Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE		0.00	
calculation		4,566,766.40	
Less: Exempt reduction(s) from SECTION 1 Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	4,366,485.04	4,566,766.40	(200,281.36)

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE compliance requirement is met based on the local expenditures only.

		Actual	Comparison Year	
		FY 2021-22	2019-20	Difference
2.	- · · · · · · · · · · · · · · · · · · ·			
	which MOE compliance was met using the actual vs.			
	actual method based on the per capita local			
	expenditures only.			
	a. Expenditures paid from local sources	4,366,485.04	4,566,766.40	
	Add/Less: Adjustments required for MOE calculation	4,000,400.04	0.00	
	Comparison year's expenditures, adjusted for MOE		4,566,766.40	
	• -····		1,000,000	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	4,366,485.04	4,566,766.40	
	b. Special education unduplicated pupil count	551_	512	
	c. Per capita local expenditures (B2a/B2b)	7,924.66	8,919.47	(994.81)

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE compliance requirement is met based on the per capita local expenditures only.

Nicole Lorenz	209-744-4545 x 311
Contact Name	Telephone Number
CBO	nlorenz@galt.k12.ca.us
Title	Email Address

Unaudited Actuals Special Education Maintenance of Effort 2021-22 Actual vs. Actual Comparison Year 2021-22 Expenditures by LEA (LE-CY)

			2021	-22 Expenditures by	LEA (LE-CY)				
Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								551
TOTAL EXP	ENDITURES (Funds 01, 09, & 62; resources 0000-9999)								
	Certificated Salaries	90,155.31	0.00	108,958.84	0.00	428,674.97	2,817,877.67		3,445,666.79
	Classified Salaries	199,614.71	0.00	0.00	0.00	115,821.60	1.156.727.82		1,472,164.13
3000-3999	Employee Benefits	114,159.61	0.00	35,780.50	0.00	186,000.26	1,525,983.76		1,861,924.13
	Books and Supplies	68,630.30	0.00	2,549.72	0.00	5,226.48	36,755.05		113,161.55
	Services and Other Operating Expenditures	43,258.07	0.00	0.00	0.00	1,736.99	475,037.92		520,032.98
	Capital Outlay (except Object 6600 & Object 6910)	10,785.14	0.00	0.00	0.00	0.00	0.00		10,785.14
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	526,603.14	0.00	147,289.06	0.00	737,460.30	6,012,382.22	0.00	7,423,734.72
7310	Transfers of Indirect Costs	12,805.19	0.00	0.00	0.00	2,302.69	0.00		15,107.88
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	2,020,561.16							2,020,561.16
	Total Indirect Costs and PCR Allocations	2,033,366.35	0.00	0.00	0.00	2,302.69	0.00	0.00	2,035,669.04
	TOTAL COSTS	2,559,969.49	0.00	147,289.06	0.00	739,762.99	6,012,382.22	0.00	9,459,403.76
	KPENDITURES (Funds 01, 09, and 62; resources 3000-59	' '							
	Certificated Salaries	70,308.20	0.00	0.00	0.00	260,248.71	50,216.44		380,773.35
	Classified Salaries	0.00	0.00	0.00	0.00	60,483.87	440,229.46		500,713.33
	Employee Benefits	15,746.58	0.00	0.00	0.00	85,605.86	208,291.09		309,643.53
	Books and Supplies	14,099.58	0.00	0.00	0.00	248.96	0.00		14,348.54
	Services and Other Operating Expenditures Capital Outlay (except Object 6600 & Object 6910)	9,968.50 0.00	0.00	0.00	0.00	0.00	32,324.92 0.00		42,293.42 0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7400 7400	Total Direct Costs	110,122.86	0.00	0.00	0.00	406,587.40	731,061.91	0.00	1,247,772.17
7310	Transfers of Indirect Costs	5,904.85	0.00	0.00	0.00	2,302.69	0.00		8,207.54
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	5,904.85	0.00	0.00	0.00	2,302.69	0.00	0.00	8,207.54
	TOTAL BEFORE OBJECT 8980	116,027.71	0.00	0.00	0.00	408,890.09	731,061.91	0.00	1,255,979.71
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								1,255,979.71

Unaudited Actuals Special Education Maintenance of Effort 2021-22 Actual vs. Actual Comparison Year 2021-22 Expenditures by LEA (LE-CY)

2021-22 Expenditures by LEA (LE-CY)									
Object Code	•	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0	, , , , , , , , , , , , , , , , , , ,	,						
	Certificated Salaries	19,847.11	0.00	108,958.84	0.00	168,426.26	2,767,661.23		3,064,893.44
	Classified Salaries	199,614.71	0.00	0.00	0.00	55,337.73	716,498.36		971,450.80
	Employee Benefits	98,413.03	0.00	35,780.50	0.00	100,394.40	1,317,692.67		1,552,280.60
	Books and Supplies	54,530.72	0.00	2,549.72		4,977.52	36,755.05		98,813.01
	Services and Other Operating Expenditures	33,289.57	0.00	0.00		1,736.99	442,713.00		477,739.56
	Capital Outlay (except Object 6600 & Object 6910)	10,785.14	0.00	0.00	0.00	0.00	0.00		10,785.14
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	416,480.28	0.00	147,289.06	0.00	330,872.90	5,281,320.31	0.00	6,175,962.55
7310	Transfers of Indirect Costs	6,900.34	0.00	0.00	0.00	0.00	0.00		6,900.34
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	2,020,561.16							2,020,561.16
	Total Indirect Costs and PCR Allocations	2,027,461.50	0.00	0.00	0.00	0.00	0.00	0.00	2,027,461.50
	TOTAL BEFORE OBJECT 8980	2,443,941.78	0.00	147,289.06		330,872.90	5,281,320.31	0.00	8,203,424.05
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section) TOTAL COSTS							-	0.00 8,203,424.05
LOCAL EXPE	ENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8	3000-9999)							
1000-1999	Certificated Salaries	0.00	0.00	1,500.00	0.00	0.00	224,362.68		225,862.68
2000-2999	Classified Salaries	197,963.41	0.00	0.00	0.00	0.00	20,803.43		218,766.84
3000-3999	Employee Benefits	85,604.19	0.00	306.08	0.00	199.83	66,504.02		152,614.12
4000-4999	Books and Supplies	54,530.72	0.00	2,549.72	0.00	4,299.10	16,255.68		77,635.22
5000-5999	Services and Other Operating Expenditures	30,769.57	0.00	0.00	0.00	1,535.24	5,253.51		37,558.32
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	10,785.14	0.00	0.00	0.00	0.00	0.00		10,785.14
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	379,653.03	0.00	4,355.80	0.00	6,034.17	333,179.32	0.00	723,222.32
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	379,653.03	0.00	4,355.80	0.00	6,034.17	333,179.32	0.00	723,222.32
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)								
									3,643,262.72
	TOTAL COSTS								4,366,485.04

^{*} Attach an additional sheet with explanations of any amounts in the Adjustments column.

	-21 Expenditures	A. State and Local	B. Local Only
1.	Enter Total Costs amounts from the 2020-21 Report SEMA, 2020-21 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section		-
	and the Local Experiations Section	7,753,259.03	4,401,950.11
2.	Enter audit adjustments of 2020-21 special education expenditures from SACS2022ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
3.	Enter restatements of 2021-22 special education beginning fund balances from SACS2022ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9795)		
4.	Enter any other adjustments, not included in Line 1 (explain below)		
5.	2020-21 Expenditures, Adjusted for 2021-22 MOE Calculation		
	(Sum lines 1 through 4)	7,753,259.03	4,401,950.11
C. Ur	nduplicated Pupil Count		
1.	Enter the unduplicated pupil count reported in 2020-21 Report SEMA, 2020-21 Expenditures by LEA (LE-CY) worksheet	505.00	
2.	Enter any adjustments not included in Line C1 (explain below)		
3.	2020-21 Unduplicated Pupil Count, Adjusted for 2021-22 MOE Calculation (Line C1 plus Line C2)	505.00	

Galt Joint Union Elementary Sacramento County

Unaudited Actuals Special Education Maintenance of Effort 2022-23 Budget vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-B)

34 67348 0000000 Report SEMB

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This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2022-23 Budget by LEA (LB-B) and the 2021-22 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the eligibility standard. To meet the requirement of the Subsequent Years Rule, the LMC-B worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2022-23 budgeted expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2022-23 budgeted expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-B worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls.

There are four methods that the LEA can use to demonstrate the eligibility standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls.

- 1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- 2. A decrease in the enrollment of children with disabilities.
- The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
- 4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
- 5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
	<u> </u>	
	-	
	<u> </u>	
		-
	_	
Total exempt reductions	0.00	0.00

SELPA:	(??)
JEELA.	(::)

SECTION 2

Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

		State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310			
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Award - Resources 3305 and 3310)			
Increase in funding (if difference is positive)	0.00		
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)	
Current year funding (IDEA Section 619 - Resource 3315)			
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00 (b)	
If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	((с)	
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00 (d)	
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).			
If (b) is less than (a). Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	((e)	
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00 (1	f)	
Note: If your LEA exercises the authority under 34 CFR 3 programs, SACS Only Account Code, Local Account Code			

SELPA: (??)

SECTION 3	Column A	Column B	Column C
	Budgeted Amounts (LB-B Worksheet) FY 2022-23	Actual Expenditures Comparison Year 2021-22	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			,
 Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures. 			
a. Total special education expenditures	8,018,217.00		
b. Less: Expenditures paid from federal sources	1,292,932.00		
 c. Expenditures paid from state and local sources Add/Less: Adjustments and/or PCRA required for MOE calculation Comparison year's expenditures, adjusted for MOE 	6,725,285.00	6,182,862.89	
calculation		6,182,862.89	
Less: Exempt reduction(s) from SECTION 1 Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	6,725,285.00	6,182,862.89	542,422.11

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE Eligibility requirement is met based on the combination of state and local expenditures.

		Budgeted Amounts FY 2022-23	Comparison Year 2020-21	Difference
2.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.	112022-20	2020-21	Billerence
	a. Total special education expenditures	8,018,217.00		
	b. Less: Expenditures paid from federal sources	1,292,932.00		
	c. Expenditures paid from state and local sources Add/Less: Adjustments and/or PCRA required for MOE calculation Comparison year's expenditures, adjusted for MOE calculation	6,725,285.00	7,753,259.03 0.00 7,753,259.03	
	Less: Exempt reduction(s) from SECTION 1 Less: 50% reduction from SECTION 2 Net expenditures paid from state and local sources	6,725,285.00	0.00 0.00 7,753,259.03	
	d. Special education unduplicated pupil count	551	505	
	e. Per capita state and local expenditures (A2c/A2d)	12,205.60	15,352.99	(3,147.39)

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE eligibility requirement is met based on the per capita state and local expenditures.

SELPA: (??)

B. LOCAL EXPENDITURES ONLY METHOD

		Budget FY 2022-23	Comparison Year 2019-20	Difference
1.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
	Expenditures paid from local sources Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE calculation	4,925,429.00	4,566,766.40 0.00 4,566,766.40	
	Less: Exempt reduction(s) from SECTION 1 Less: 50% reduction from SECTION 2 Net expenditures paid from local sources	4,925,429.00	0.00 0.00 4,566,766.40	358,662.60

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE eligibility requirement is met based on the local expenditures only.

		Budget	Comparison Year	
		FY 2022-23	2019-20	Difference
2.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on per capita local expenditures			
	Expenditures paid from local sources Add/Less: Adjustments required for	4,925,429.00	4,566,766.40	
	MOE calculation		0.00	
	Comparison year's expenditures, adjusted for MOE calculation		4,566,766.40	
	Less: Exempt reduction(s) from SECTION 1 Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	4,925,429.00	4,566,766.40	
	b. Special education unduplicated pupil count	551	512_	
	c. Per capita local expenditures (B2a/B2b)	8,939.07	8,919.47	19.60

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE eligibility requirement is met based on the per capita local expenditures only.

Nicole Lorenz	209-744-4545 x 311
Contact Name	Telephone Number
СВО	nlorenz@galt.k12.ca.us
Title	Email Address

Unaudited Actuals Special Education Maintenance of Effort 2022-23 Budget vs. Actual Comparison Year 2022-23 Budget by LEA (LB-B)

				2022-23 Budget	by LEA (LB-B)				
Object Code	. Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								551
TOTAL BUD	GET (Funds 01, 09, & 62; resources 0000-9999)								
1000-1999	Certificated Salaries	192,909.00	0.00	105,205.00	0.00	431,462.00	2,746,155.00		3,475,731.00
2000-2999	Classified Salaries	220,843.00	0.00	0.00	0.00	128,224.00	1,266,277.00		1,615,344.00
3000-3999	Employee Benefits	146,732.00	0.00	38,044.00	0.00	196,791.00	1,675,011.00		2,056,578.00
4000-4999	Books and Supplies	68,650.00	0.00	2,000.00	0.00	8,840.00	150,490.00		229,980.00
5000-5999	Services and Other Operating Expenditures	51,122.00	0.00	0.00	0.00	503.00	588,959.00		640,584.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	680,256.00	0.00	145,249.00	0.00	765,820.00	6,426,892.00	0.00	8,018,217.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	680,256.00	0.00	145,249.00	0.00	765,820.00	6,426,892.00	0.00	8,018,217.00
	LOCAL BUDGET (Funds 01, 09, & 62; resources 000	· · · · ·	0-9999)						
	Certificated Salaries	103,174.00	0.00	105,205.00	0.00	239,431.00	2,746,155.00		3,193,965.00
	Classified Salaries	220,843.00	0.00	0.00	0.00	56,818.00	817,681.00		1,095,342.00
3000-3999	Employee Benefits	125,064.00	0.00	38,044.00	0.00	128,405.00	1,467,196.00		1,758,709.00
	Books and Supplies	68,650.00	0.00	2,000.00	0.00	8,840.00	43,000.00		122,490.00
	Services and Other Operating Expenditures	50,238.00	0.00	0.00	0.00	0.00	504,541.00		554,779.00
	Capital Outlay (except Object 6600 & Object 6910)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	567,969.00	0.00	145,249.00	0.00	433,494.00	5,578,573.00	0.00	6,725,285.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	567,969.00	0.00	145,249.00	0.00	433,494.00	5,578,573.00	0.00	6,725,285.00
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								6.725.285.00

Unaudited Actuals Special Education Maintenance of Effort 2022-23 Budget vs. Actual Comparison Year 2022-23 Budget by LEA (LB-B)

				2022-23 Budget	by LEA (LB-B)				
Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	GET (Funds 01, 09, & 62; resources 0000-1999 & 800		(000.000)	(0000000)	(000.0.10)	(0000000)	(500.510)		
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	144,276.00		144,276.00
2000-2999	Classified Salaries	216,005.00	0.00	0.00	0.00	0.00	12,300.00		228,305.00
3000-3999	Employee Benefits	87,346.00	0.00	0.00	0.00	3.00	43,725.00		131,074.00
4000-4999	Books and Supplies	68,650.00	0.00	2,000.00	0.00	7,840.00	26,000.00		104,490.00
5000-5999	Services and Other Operating Expenditures	48,238.00	0.00	0.00	0.00	0.00	0.00		48,238.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	420,239.00	0.00	2,000.00	0.00	7,843.00	226,301.00	0.00	656,383.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	420,239.00	0.00	2,000.00	0.00	7,843.00	226,301.00	0.00	656,383.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)								
									4,269,046.00
	TOTAL COSTS								4,925,429.00

^{*} Attach an additional sheet with explanations of any amounts in the Adjustments column.

Unaudited Actuals Special Education Maintenance of Effort 2022-23 Budget vs. Actual Comparison Year 2021-22 Expenditures by LEA (LE-B)

				ZOZ 1-ZZ Experiantal	, , ,				
Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								551
TOTAL EXP	ENDITURES (Funds 01, 09, & 62; resources 0000-999	9)							
1000-1999	Certificated Salaries	90,155.31	0.00	108,958.84	0.00	428,674.97	2,817,877.67		3,445,666.79
2000-2999	Classified Salaries	199,614.71	0.00	0.00	0.00	115,821.60	1,156,727.82		1,472,164.13
3000-3999	Employee Benefits	114,159.61	0.00	35,780.50	0.00	186,000.26	1,525,983.76		1,861,924.13
4000-4999	Books and Supplies	68,630.30	0.00	2,549.72	0.00	5,226.48	36,755.05		113,161.55
5000-5999	Services and Other Operating Expenditures	43,258.07	0.00	0.00	0.00	1,736.99	475,037.92		520,032.98
6000-6999	Capital Outlay (exclude Object 6600 & Object 6910)	10,785.14	0.00	0.00	0.00	0.00	0.00		10,785.14
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	526,603.14	0.00	147,289.06	0.00	737,460.30	6,012,382.22	0.00	7,423,734.72
7310	Transfers of Indirect Costs	12,805.19	0.00	0.00	0.00	2,302.69	0.00		15,107.88
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	2,020,561.16							2,020,561.16
	Total Indirect Costs	12,805.19	0.00	0.00	0.00	2,302.69	0.00	0.00	15,107.88
	TOTAL COSTS	539,408.33	0.00	147,289.06	0.00	739,762.99	6,012,382.22	0.00	7,438,842.60
FEDERAL EX	KPENDITURES (Funds 01, 09, and 62; resources 3000)						
1000-1999	Certificated Salaries	70,308.20	0.00	0.00	0.00	260,248.71	50,216.44		380,773.35
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	60,483.87	440,229.46		500,713.33
3000-3999	' '	15,746.58	0.00	0.00	0.00	85,605.86	208,291.09		309,643.53
	Books and Supplies	14,099.58	0.00	0.00	0.00	248.96	0.00		14,348.54
5000-5999	' ' '	9,968.50	0.00	0.00	0.00	0.00	32,324.92		42,293.42
6000-6999	, , , , , ,	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Programme and the second secon	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	110,122.86	0.00	0.00	0.00	406,587.40	731,061.91	0.00	1,247,772.17
7310	Transfers of Indirect Costs	5,904.85	0.00	0.00	0.00	2,302.69	0.00		8,207.54
7310	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
, 550	Total Indirect Costs	5,904.85	0.00	0.00	0.00	2,302.69	0.00	0.00	8,207.54
	TOTAL BEFORE OBJECT 8980	116,027.71	0.00	0.00	0.00	408,890.09	731,061.91	0.00	1,255,979.71
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								1,255,979.71

Unaudited Actuals Special Education Maintenance of Effort 2022-23 Budget vs. Actual Comparison Year 2021-22 Expenditures by LEA (LE-B)

Object Code		Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	LOCAL EXPENDITURES (Funds 01, 09, & 62; resource	· .							
	Certificated Salaries	19,847.11	0.00	108,958.84	0.00	168,426.26	2,767,661.23		3,064,893.44
	Classified Salaries	199,614.71	0.00	0.00	0.00	55,337.73	716,498.36		971,450.80
	Employee Benefits	98,413.03 54.530.72	0.00	35,780.50 2.549.72	0.00	100,394.40 4,977.52	1,317,692.67 36,755.05		1,552,280.60
4000-4999	Books and Supplies Services and Other Operating Expenditures	33,289.57	0.00	2,549.72	0.00	1,736.99	442,713.00		98,813.01 477,739.56
6000-6999	, ,	10,785.14	0.00	0.00	0.00	0.00	0.00		10,785.14
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	•	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Total Direct Costs	416,480.28	0.00	147,289.06	0.00	330,872.90	5,281,320.31	0.00	6,175,962.55
	Total Direct Costs	410,400.20	0.00	147,209.00	0.00	330,072.90	5,201,320.31	0.00	6,175,962.55
7310	Transfers of Indirect Costs	6,900.34	0.00	0.00	0.00	0.00	0.00		6,900.34
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	2,020,561.16							2,020,561.16
	Total Indirect Costs	6,900.34	0.00	0.00	0.00	0.00	0.00	0.00	6,900.34
	TOTAL BEFORE OBJECT 8980	423,380.62	0.00	147,289.06	0.00	330,872.90	5,281,320.31	0.00	6,182,862.89
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section) TOTAL COSTS	0.0.000.0000			ı			-	0.00 6,182,862.89
	ENDITURES (Funds 01, 09, & 62; resources 0000-199	,	0.00	4 500 00	0.00	0.00	004 000 00		225 002 00
1000-1999	_	0.00	0.00	1,500.00	0.00	0.00	224,362.68		225,862.68
	Classified Salaries	197,963.41 85,604.19	0.00	0.00 306.08	0.00	0.00 199.83	20,803.43 66,504.02		218,766.84 152,614.12
4000-4999	Employee Benefits Books and Supplies	54,530.72	0.00	2,549.72	0.00	4,299.10	16,255.68		77,635.22
5000-5999	• •	30,769.57	0.00	0.00	0.00	1,535.24	5,253.51		37,558.32
6000-6999	Capital Outlay (exclude Object 6600 & 6910)	10,785.14	0.00	0.00	0.00	0.00	0.00		10,785.14
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7400-7400	Total Direct Costs	379,653.03	0.00	4,355.80	0.00	6,034.17	333,179.32	0.00	723,222.32
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	379,653.03	0.00	4,355.80	0.00	6,034.17	333,179.32	0.00	723,222.32
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)								
									3,643,262.72
	TOTAL COSTS								4,366,485.04

^{*} Attach an additional sheet with explanations of any amounts in the Adjustments column.



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:	September 21, 2022	Agenda Item: 212.358 Board Consideration of Approval of Resolution No. 3 2022-23 GANN Limit
Presenter:	Nicole Lorenz	Action Item: XX Information Item:

The Gann Limit is intended to constrain the growth in state and local government spending by linking year-to-year changes in expenditures to changes in inflation (represented by per capita personal income) and population (represented by average daily attendance for schools).

Attached is Resolution No.3 GANN Limit and supporting information. This is a routine resolution and declares that the appropriations in the 2022-23 budget do not exceed the limitations imposed by Proposition 4 and that the GANN Limit recalculation for the 2021-22 fiscal year and the GANN Limit calculations for 2022-23 are made in accordance with applicable constitutional and statutory law.

Attached: Resolution and Form GANN

Board approval is recommended.

Galt Joint Union Elementary School District

Resolution No. 3

RESOLUTION OF THE GOVERNING BOARD FOR GANN LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIIIB to the California Constitution; and,

WHEREAS, the provisions of Article XIIIB 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 2021-2022 fiscal year and a projected Gann limit for the 2022-2023 fiscal year in accordance with the provisions of Article XIIIB 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 2021-2022 and the 2022-2023 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 2021-2022 and 2022-2023 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 Board of Trustees of the Governing Board of Galt Joint Union Elementary School District of Sacramento County, California, have hereunto set our hand this 21st day of September 2022.

PASSED AND ADOPTED THIS 21ST DAY OF S	SEPTEMBER 2022.
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Lois Yount,	Thomas Silva, President,
Superintendent	Board of Trustees

			2021-22 Calculations			2022-23 Calculations	
		Extracted		Entered Data/	Extracted		Entered Data/
		Data	Adjustments*	Totals	Data	Adjustments*	Totals
A. PF	RIOR YEAR DATA		2020-21 Actual			2021-22 Actual	
(20	020-21 Actual Appropriations Limit and Gann ADA						
are	e from district's prior year Gann data reported to the CDE)						
1.	FINAL PRIOR YEAR APPROPRIATIONS LIMIT						
	(Preload/Line D11, PY column)	27,112,265.77	0.00	27,112,265.77			24,517,857.54
2.	PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	3,412.89	0.00	3,412.89			2,918.93
ΑĽ	DJUSTMENTS TO PRIOR YEAR LIMIT	Ad	justments to 2020-	21	Ac	djustments to 2021-2	22
3.	District Lapses, Reorganizations and Other Transfers			0.00			0.00
4.	Temporary Voter Approved Increases			0.00			0.00
5.	Less: Lapses of Voter Approved Increases			0.00			0.00
6.	TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
_							
7.							
1	(Only for district lapses, reorganizations and						
	other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
	appropriations little are entered in Line A5 above)						
B. Cl	JRRENT YEAR GANN ADA		2021-22 P2 Report		2	2022-23 P2 Estimate	
(20	021-22 data should tie to Principal Apportionment		·				
	orting with the district)						
1.	Total K-12 ADA (Form A, Line A6)	2,918.93	0.00	2,918.93	3,064.75	0.00	3,064.75
2.	Total Charter Schools ADA (Form A, Line C9)	0.00	0.00	0.00	0.00	0.00	0.00
3.	TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			2,918.93			3,064.75
c cı	JRRENT YEAR LOCAL PROCEEDS OF TAXES/STATE	2021-22 Actual				2022-23 Budget	
	D RECEIVED						
T₽	XES AND SUBVENTIONS (Funds 01, 09, and 62)						
1.	Homeowners' Exemption (Object 8021)	32,836.11	0.00	32,836.11	31,539.00	0.00	31,539.00
2.	Timber Yield Tax (Object 8022)	0.80	0.00	0.80	0.00	0.00	0.00
3.	Other Subventions/In-Lieu Taxes (Object 8029)	0.00	0.00	0.00	0.00	0.00	0.00
4.	Secured Roll Taxes (Object 8041)	3,912,552.71	0.00	3,912,552.71	3,856,862.00	0.00	3,856,862.00
5.	Unsecured Roll Taxes (Object 8042)	141,103.46 77,438.82	0.00	141,103.46 77,438.82	114,311.00 26,329.00	0.00	114,311.00 26,329.00
6. 7.	Prior Years' Taxes (Object 8043) Supplemental Taxes (Object 8044)	285,709.46	0.00	285,709.46	331,263.00	0.00	331,263.00
7. 8.	Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	3,207,447.18	0.00	3,207,447.18	2,305,596.00	0.00	2,305,596.00
9.	Penalties and Int. from Delinquent Taxes (Object 8048)	0.00	0.00	0.00	0.00	0.00	0.00
10		2,707.91	0.00	2,707.91	0.00	0.00	0.00
	,						
	Comm. Redevelopment Funds (objects 8047 & 8625)	536,810.13	0.00	536,810.13	193,528.00	0.00	193,528.00
12	(,,	0.00	0.00	0.00	0.00	0.00	0.00
	Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00	0.00	0.00	0.00	0.00	0.00
14	Penalties and Int. from Delinquent Non-LCFF	0.00	0.00	0.00	0.00	0.00	0.00
	Taxes (Object 8629) (Only those for the above taxes) Transfers to Charter Schools	0.00	0.00	0.00	0.00	0.00	0.00
15	· Transicis to Orlantic Octobris						
15	in Lieu of Property Taxes (Object 8096)						
	in Lieu of Property Taxes (Object 8096) TOTAL TAXES AND SUBVENTIONS					l l	
	, , , , ,	8,196,606.58	0.00	8,196,606.58	6,859,428.00	0.00	6,859,428.00
16	TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	8,196,606.58	0.00	8,196,606.58	6,859,428.00	0.00	6,859,428.00
16 O1	TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15) THER LOCAL REVENUES (Funds 01, 09, and 62)	8,196,606.58	0.00	8,196,606.58	6,859,428.00	0.00	6,859,428.00
16 O1	TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15) THER LOCAL REVENUES (Funds 01, 09, and 62) To General Fund from Bond Interest and Redemption						
16 O1 17	TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15) THER LOCAL REVENUES (Funds 01, 09, and 62)	8,196,606.58	0.00	8,196,606.58 0.00	6,859,428.00	0.00	6,859,428.00

			2021-22			2022-23	
		Calculations		Fretained Batal	Calculations		Entered Date/
		Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EX	CLUDED APPROPRIATIONS					-	
19a	. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)						
19b	. Qualified Capital Outlay Projects			421,229.07			434,706.00
190	. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)						
ОТ	HER EXCLUSIONS	1,291,304.92		1,291,304.92	2,347,863.00		2,347,863.00
20.							
22.							
23.	TOTAL EXCLUSIONS (Lines C19 through C22)	1,291,304.92	0.00	1,712,533.99	2,347,863.00	0.00	2,782,569.00
STA	ATE AID RECEIVED (Funds 01, 09, and 62)						
	LCFF - CY (objects 8011 and 8012)	26,303,933.00		26,303,933.00	27,871,108.00		27,871,108.00
	LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	482,524.35		482,524.35	0.00		0.00
20.	TOTAL STATE AID RECEIVED (Lines C24 plus C25)	26,786,457.35	0.00	26,786,457.35	27,871,108.00	0.00	27,871,108.00
	TA FOR INTERFOR OALON ATION						
	TA FOR INTEREST CALCULATION Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	53,775,580.96		53,775,580.96	48,786,574.00		48,786,574.00
	Total Interest and Return on Investments	, ,					
	(Funds 01, 09, and 62; objects 8660 and 8662)	66,688.70		66,688.70	35,000.00		35,000.00
	PROPRIATIONS LIMIT CALCULATIONS ELIMINARY APPROPRIATIONS LIMIT		2021-22 Actual			2022-23 Budget	
1.	Revised Prior Year Program Limit (Lines A1 plus A6)			27,112,265.77			24,517,857.54
2. 3.	Inflation Adjustment			1.0573			1.0755
3.	Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.8553			1.0500
4.	PRELIMINARY APPROPRIATIONS LIMIT						
	(Lines D1 times D2 times D3)			24,517,857.54			27,687,403.57
AP	PROPRIATIONS SUBJECT TO THE LIMIT						
5.	Local Revenues Excluding Interest (Line C18)			8,196,606.58			6,859,428.00
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) b. Maximum State Aid in Local Limit			350,271.60			367,770.00
	 Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; 						
	but not less than zero)			18,033,784.95			23,610,544.57
	 Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b) 			18,033,784.95			23,610,544.57
7.	Local Revenues in Proceeds of Taxes			.,,			.,,.
	a. Interest Counting in Local Limit (Line C28 divided by			00 500 40			04.075.47
	[Lines C27 minus C28] times [Lines D5 plus D6c]) b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			32,569.48 8,229,176.06			21,875.17 6,881,303.17
8.	State Aid in Proceeds of Taxes (Greater of Line D6a,			-,,			2,001,000111
	or Lines D4 minus D7b plus C23; but not greater			40 004 045 47			00 500 000 40
9.	than Line C26 or less than zero) Total Appropriations Subject to the Limit			18,001,215.47			23,588,669.40
	a. Local Revenues (Line D7b)			8,229,176.06			
	b. State Subventions (Line D8)			18,001,215.47			
	c. Less: Excluded Appropriations (Line C23) d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT			1,712,533.99			
	(Lines D9a plus D9b minus D9c)			24,517,857.54			

Unaudited Actuals Fiscal Year 2021-22 School District Appropriations Limit Calculations

	1	2021-22			2022-23	
		2021-22 Calculations			2022-23 Calculations	
	Extracted	Calculations	Entered Data/	Extracted	Calculations	Entered Data/
	Data	Adjustments*	Totals	Data	A dimeter auta*	
	Data	Aujustments	Totals	Data	Adjustments*	Totals
10. Adjustments to the Limit Per						
Government Code Section 7902.1						
			0.00			
(Line D9d minus D4)			0.00			
SUMMARY		2021-22 Actual			0000 00 Dd4	
		2021-22 Actual			2022-23 Budget	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			24,517,857.54			27,687,403.57
12. Appropriations Subject to the Limit			24,517,037.34			21,001,403.31
(Line D9d)			24,517,857.54			
(Line Bod)			24,017,007.04			
* Please provide below an explanation for each entry in the adjustments	column.					
r reace provide book an explanation for each only in the adjustments						
Nicole Lorenz		209-744-4545 x 311				
Gann Contact Person		Contact Phone Num	her			



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:	September 21, 2022	Agenda Item: 212.359 Board Consideration of Approval to Dispose of Surplus Vehicle; 1995 Ford F-250 Truck
Presenter:	Nicole Lorenz	Action Item: XX Information Item:

The Maintenance and Operations department has identified a vehicle that is no longer serviceable due to the inability to rebuild the vehicle's computer due to age. It will not pass smog and is no longer of value to the District.

The vehicle is described as follows:

1995 Ford F-250 truck – VIN# 2FTHF25H0SCA08607

With the Board's approval, the department seeks to dispose of the vehicle through a public auction beginning on or after September 26, 2022.

The terms of the public auction will require that the purchaser be responsible for removing the vehicle from the District property at no expense to 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:	September 21, 2022	Agenda Item: 212.360 Board Consideration of Approval of 2022-23 Consolidated Application
Presenter:	Donna Mayo-Whitlock	Action Item: XX Information Item:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California.

Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program (again this year, because of Covid-19 conditions, the spring release was postponed until August). Program entitlements are determined by formulas contained in the laws that created the programs.

The winter release of the application is submitted in January of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect administration costs, programs operated by the district office, and programs operated at schools.

Funded Programs:

- Title I: To improve the academic achievement of disadvantaged students. GJUESD qualifies as a district-wide Title I program. (2021-22 funding- \$880,488)
- Title II: To prepare, train, and recruit High-Quality Teachers and Principals and Assistant Principals (2021-22 funding- \$95,248)
- Title III: To provide language instruction for Limited English Proficient and immigrant students (2021-22 funding- \$96,452)
- Title IV: To provide a well-rounded education, improve student learning conditions and improve the use of technology for students (2021-22 funding- \$77,358)

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/1/2022 8:19 AM

2022–23 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Lois Yount
Authorized Representative's Signature	The last
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	09/01/2022

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022-23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Lois Yount
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	09/01/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	08/20/2019
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Lois Younf
Authorized Representative's Title	Superintendent

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022-23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved	Yes
the Application for Funding for the listed fiscal year	

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received	Yes
from the District English Learner Committee (if applicable) regarding the	
spending of Title III funds for the listed fiscal year	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant)	Yes
ESSA Sec. 1111et seq.	
SACS 3010	
Title II, Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104	
SACS 4035	
Title III English Learner	Yes
ESEA Sec. 3102	
SACS 4203	
Title III Immigrant	Yes
ESEA Sec. 3102	
SACS 4201	
Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101	
SACS 4127	

Warning

Report Date:9/9/2022 Page 4 of 7

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022-23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	674
Estimated English learner student program allocation	\$84,317

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at https://www.cde.ca.gov/sp/el/t3/elconsortium.asp.

Budget

Professional development activities	\$0
Program and other authorized activities	\$81,821
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs	\$0
(Amount cannot exceed 2% of the estimated English learner student program allocation)	
Indirect costs	\$2,496
(LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	
Total budget	\$84,317

Report Date:9/9/2022 Page 5 of 7

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022-23 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$150.85
Estimated immigrant student count	29
Estimated immigrant student program allocation	\$4,375

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$4,246
Direct administrative costs	\$0
(Amount should not exceed 2% of the estimated immigrant student program allocation)	
Indirect costs	\$129
(LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	
Total budget	\$4,375

Warning

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022-23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system	
(Maximum 500 characters)	

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Galt Joint Union Elementary (34 67348 0000000)

Consolidated Application

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022–23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, <u>SHanna@cde.ca.gov</u>, 916-319-0948 Rina DeRose, Title I Policy, Program, and Support Office, <u>RDeRose@cde.ca.gov</u>, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

Y1: meaningful consultation occurred

Y2: timely and meaningful consultation did not occur

Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:9/9/2022

Galt Joint Union Elementary (34 67348 0000000)

Consolidated Application

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2022–23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff

enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Galt Adventist Christian	6905251	30	Y	Υ	Y	Y1	N

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Donna Mayo-Whitlock Date: 3/7/2022 10:55 AM

2021-22 Federal Transferability

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Uses of Funds Authority governed by ESEA Section 5211.

Note: Funds utilized under Title V, Part B Alternative Uses of Funds Authority are not to be included on this form.

CDE Program Contact:

Lisa Fassett, Professional Learning Support & Monitoring Office, <u>LFassett@cde.ca.gov</u>, 916-323-4963 Kevin Donnelly, Rural Education and Student Support Office, <u>TitlelV@cde.ca.gov</u>, 916-319-0942

Title II, Part A Transfers

2021-22 Title II, Part A allocation	\$93,938
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title IV, Part A	\$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title II, Part A funds transferred out	\$0
2021-22 Title II, Part A allocation after transfers out	\$93,938

Title IV, Part A Transfers

2021-22 Title IV, Part A allocation	\$75,799
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title II, Part A	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title V, Part B Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title IV, Part A funds transferred out	\$0
2021-22 Title IV, Part A allocation after transfers out	\$75,799

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Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Donna Mayo-Whitlock Date: 3/7/2022 10:55 AM

2021-22 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, <u>SHanna@cde.ca.gov</u>, 916-319-0948 Rina DeRose, Title I Policy, Program, and Support Office, <u>RDeRose@cde.ca.gov</u>, 916-323-0472

2021-22 Title I, Part A LEA allocation (+)	\$880,488
Transferred-in amount (+)	\$0
Nonprofit private school equitable services proportional share amount (-)	\$0
2021-22 Title I, Part A LEA available allocation	\$880,488

Required Reservations

Parent and family engagement	\$8,805
(If the allocation is greater than \$500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	
School parent and family engagement	\$8,805
LEA parent and family engagement	\$0
Local neglected institutions	No
Does the LEA have local institutions for neglected children?	
Local neglected institutions reservation	\$0
Local delinquent institutions	No
Does the LEA have local institutions for delinquent children?	
Local delinquent institutions reservation	\$0
Direct or indirect services to homeless children, regardless of their school of attendance	\$87,556

Authorized Reservations

Public school Choice transportation	\$0
Other authorized activities	\$302,933
2021-22 Approved indirect cost rate	5.63%
Indirect cost reservation	\$46,929
Administrative reservation	\$85,144

Reservation Summary

Total LEA required and authorized reservations	\$522,562
School parent and family engagement reservation	\$8,805
Amount available for Title I, Part A school allocations	\$349,121

Warning

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Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Donna Mayo-Whitlock Date: 3/7/2022 10:55 AM

2021-22 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2021-22 Title II, Part A allocation	\$93,938
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Allocation after transfers	\$93,938
Repayment of funds	\$0
2021-22 Total allocation	\$93,938
Administrative and indirect costs	\$5,007
Equitable services for nonprofit private schools	\$0
2021-22 Title II, Part A adjusted allocation	\$88,931

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Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

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\$0

2021-22 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2022.

CDE Program Contact:

2021–22 Unspent funds

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2021–22 Title II, Part A allocation	\$95,248
Transferred-in amount	\$0
Transferred-out amount	\$0
2021–22 Total allocation	\$95,248
Professional Development Expenditures	·
Professional development for teachers	\$60,164
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$30,628
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0
Personnel and Other Authorized Activities	<u> </u>
Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0
Program Expenditures	
Direct administrative costs	\$0
Indirect costs	\$4,456
Equitable services for nonprofit private schools	\$0
Total expenditures	\$95,248

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Donna Mayo-Whitlock Date: 3/7/2022 10:55 AM

2021-22 Title III English Learner LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for the Title III English Learner (EL) student program and to report required reservations.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, <u>CTakahashi@cde.ca.gov</u>, 916-323-5739 Geoffrey Ndirangu, Language Policy and Leadership Office, <u>GNdirang@cde.ca.gov</u>, 916-323-5831

Total Allocation

2021-22 Title III EL student program allocation	\$90,207
Transferred-in amount	\$0
Repayment of funds	\$0
2021-22 Total allocation	\$90,207
Allocation Reservations	
Professional development activities	\$200
Program and other authorized activities	\$5,000
English proficiency and academic achievement	\$79,199
Parent, family, and community engagement	\$1,000
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$4,808
Total allocation reservations	\$90,207

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Galt Joint Union Elementary (34 67348 0000000)

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2021-22 Title III English Learner YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2021 through December 31, 2021.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2021-22 Title III EL student program allocation	\$90,207
Transferred-in amount	\$0
2021-22 Total allocation	\$90,207
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$123
5000-5999 Services and other operating expenditures	\$4,566
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$4,689
2021-22 Unspent funds	\$85,518

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Galt Joint Union Elementary (34 67348 0000000)

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2021-22 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2022.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

2021–22 Title III EL student program allocation	\$96,452
Transferred-in amount	\$0
2021–22 Total allocation	\$96,452
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$0
2000–2999 Classified personnel salaries	\$57,755
3000–3999 Employee benefits	\$17,950
4000–4999 Books and supplies	\$240
5000–5999 Services and other operating expenditures	\$9,454
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$4,808
Total year-to-date expenditures	\$90,207
2021–22 Unspent funds	\$6,245
V	

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Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2021–22 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection form is to capture the actual number of nonprofit private school English learner students who received Title III English learner services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total English learner students served	0

Warning

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Galt Joint Union Elementary (34 67348 0000000)

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2021-22 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title IV, Part A and to report reservations.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , TitleIV@cde.ca.gov, 916-319-0942

2021-22 Title IV, Part A LEA allocation	\$75,799
Funds transferred-in amount	\$0
Funds transferred-out amount	\$0
2021-22 Title IV, Part A LEA available allocation	\$75,799
Indirect cost reservation	\$4,040
Administrative reservation	\$0
Equitable services for nonprofit private schools	\$0
2021-22 Title IV, Part A LEA adjusted allocation	\$71,759

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2021-22 Consolidation of Administrative Funds

A request by the local educational agency (LEA) to consolidate administrative funds for specific programs.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

	1111
Title I, Part A Basic	No
SACS Code 3010	
Title I, Part C Migrant Education	No
SACS Code 3060	
Title I, Part D Delinquent	No
SACS Code 3025	
Title II, Part A Supporting Effective Instruction	No
SACS Code 4035	ľ
Title III English Learner Students - 2% maximum	No
SACS Code 4203	
Title III Immigrant Students	No
SACS Code 4201	
Title IV, Part A Student Support - 2% maximum	No
SACS Code 4127	
Title IV, Part B 21st Century Community Learning Centers	No
SACS Code 4124	

Warning

Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

- 1. Designated a staff person as the liaison for homeless children and youths;
- 2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
- a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless:
- b) Includes a dispute resolution process;
- c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
- 3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Donna
Homeless liaison last name	Mayo-Whitlock
Homeless liaison title	Director, Ed Services
Homeless liaison email address	dwhitlock@galt.k12.ca.us
(Format: abc@xyz.zyx)	
Homeless liaison telephone number	209-744-4545
(Format: 999-999-9999)	
Homeless liaison telephone extension	303
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education	1.0
(Format: 0.00)	

Homeless Liaison Training Information

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2021-22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	
Teachers and instructional assistants	
School counselors	

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	02/24/2021
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	
Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	

Title I, Part A Homeless Expenditures

2021–22 Title I, Part A LEA allocation	\$880,488
2021–22 Title I, Part A direct or indirect services to homeless children reservation	\$87,556
Amount of 2021–22 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$84,358

Warning

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Consolidated Application

Galt Joint Union Elementary (34 67348 0000000)

Status: Certified Saved by: Nicole Lorenz Date: 9/9/2022 12:42 PM

2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

(Maximum 500 characters)	Homeless students are identified by school personnel and through coordinated activities with other entities and agencies and receive educational services for which they are eligible. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children. Parents/guardians are fully informed of all transportation services
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.361 Board Consideration of Approval of Memorandum Of Understanding (MOU) Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding the Creation of the Purchasing Technician Position
Presenter:	Nicole Lorenz	Action Item: XX Information Item:

After a review of job descriptions for the Purchasing Clerk, Curriculum Clerk and DO Clerk II, it was determined that a new position of Purchasing Technician needed to be created to better align to actual duties being performed. The District also conducted a parity study on the salary of such positions compared to similar districts.

Proposed Salary Schedule:

Purchasing Technician - CSEA Classified Hourly Range AA

Fiscal Impact: Approximately \$5,296

Funding Sources: LCFF

Attachment: Memorandum of Understanding (MOU), Job Descriptions and Proposed

Salary Schedule

Board approval is recommended—pending ratification by CSEA.

MEMORANDUM OF UNDERSTANDING (MOU)

between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

GALT CHAPTER #362 (CSEA)

and the

GALT JOINT UNION ELEMENTARY SCHOOL (DISTRICT)

September 6, 2022

The Galt Joint Union Elementary School District ("District") and the California School Employees Association and its Chapter #362 ("CSEA"), have agreed to the following Memorandum of Understanding ("MOU") pertaining to the creation of the Purchasing Technician position.

A.

CSEA

- 1. Effective July 1, 2022, the District agrees to the creation of a Purchasing Technician position placed on Range AA on the classified salary schedule.
- 2. The previous Purchasing Clerk position was a confidential position. The new Purchasing Technician position will be classified.
- 3. The parties agree that this ongoing cost shall not be deducted from the total compensation package to be negotiated for the 2022-23 fiscal year.

This MOU is subject to ratification by the bargaining unit and the Governing Board.

Lori Jones, Chapter President CSEA Chapter #362	9-8-27 Date
Lois Yount Superintendent Galt Joint Union Elementary School District	9/8/22 Date
cesar mata	9/12/22
Cesar Mata, Labor Relations Representative	Date

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

DESCRIPTION OF BASIC RESPONSIBILITIES

Perform specialized duties in the purchasing of supplies, materials, and equipment; ensure the timely processing of requests for goods and services; ensure compliance with established policies and procedures.; and perform various record-keeping and filing duties.

SUPERVISOR: Chief Business Officer

JOB TITLE: Purchasing Technician

- 1. Types all purchase orders, and maintains annual records of purchasing activity.
- 2. Obtains current prices by catalog, telephone, email, or quotation.
- 3. Maintains a file of vendors/catalogs and corresponds with sales representatives to keep abreast of new products.
- 4. Assists site personnel with questions concerning items/quantities to be purchased.
- 5. Coordinates, participates in and maintains records of the annual Sacramento County Joint Powers Purchasing Group order of supplies.
- 6. Supports preparation of orders for on-going district instructional materials or professional development supplies.
- 7. Makes necessary arrangements for attendance at professional meetings and conferences, including transportation, hotel reservations, and event registrations.
- 8. Picks up, sorts, and delivers mail to appropriate District school sites and locations.
- Contacts vendors/sites regarding discrepancies or other problems pertaining to purchasing.
- 10. Maintains district-wide equipment/supplies inventory, and coordinates the district-wide physical inventory bi-annually.
- 11. Maintains Material Safety Data Binders.
- 12. Establishes and maintains a variety of records, logs, and filing systems pertaining to department area(s) of responsibility.
- 13. Produces reports, correspondence, forms, and other documents as directed by supervisor.
- 14. Maintain database for District Credit hours districtwide.
- 15. Williams Act curriculum reporting.
- 16. Assists in picking up, sorting, and delivering of mail to appropriate District school sites and locations.
- 17. Assist in receiving all incoming packages district-wide, inspecting contents, confirming accuracy to the original order, and preparing for distribution to sites.
- 18. Assist in operating a forklift, pallet jack, and other materials handling equipment as necessary.
- 19. Assist in maintaining warehouse facility in orderly, clean, and safe condition.
- 20. Assist in maintaining appropriate computerized and manual logs and files related to warehousing/delivery operations.
- 21. Performs varied and responsible clerical duties to assist in responsive department services.
- 22. Performs other duties similar to the above in scope and function.

Knowledge of:

- Modern office methods, procedures, and practices;
- Proper English usage, grammar, punctuation, and spelling.

Ability to:

- Learn and understand purchasing principles, procedures, and terminology;
- Read and understand the laws, rules, and regulations affecting the school district purchasing operation;
- Perform moderately heavy manual labor in the daily unpacking/loading of boxes;
- Plan, organize, prioritize, and execute a variety of work assignments;
- Maintain accurate and useful follow up filing systems;
- Prepare and maintain accurate and complete records and reports;
- Perform mathematical calculations accurately and rapidly;
- Type accurately at a rate required for successful job performance, including forms and reports;
- Operate office machines and equipment including a personal computer, calculator, fax machine, and copy machine;
- Communicate effectively in both oral and written forms;
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

EDUCATION & EXPERIENCE

- High school diploma or equivalent;
- Recommended 2 years prior job-related experience with increasing levels of responsibility.

REQUIREMENTS

- TB test clearance;
- Criminal Justice fingerprint clearance;
- Valid California Driver's License;
- Pass District Clerk II exam
- Forklift Operator Certification, or ability to obtain during the six-month probationary period

MEDICAL CATEGORY

- Ability to to move about the District and drive a District vehicle.
- Ability to lift 25 lbs. or carry object weighing over 15 lbs.

APPENDIX A 2022-2023

CLASSES/POSITIONS	RANGE
District Personnel	
Accounts Payable Clerk	Y
Accounts Receivable Clerk	AA
Budget Technician	AA
District Office Clerk II	U
Information Systems Technician	W
Payroll Technician	AA
Personnel Technician	U
Purchasing Technician	AA
Technology Assistant	W
Food Service	
Food and Nutrition Cashier	J
Food and Nutrition District Clerk	U
Food and Nutrition Lead	R
Food and Nutrition Assistant I	J
Food and Nutrition Assistant II	N
Health	
Health Assistant II	R
Health Secretary	Т
Licensed Vocational Nurse (LVN)	CC
Library	
Bright Futures Center Technician	Р
Maintenance/Operations	
Custodian	R
Groundskeeper	S
Skilled Maintenance Technician	CC
Warehouse Worker/Delivery Driver	Q
School Site Clerical	
Bilingual Office Assistant	M
Bilingual Office Assistant, Special Programs	N
School Secretary I	R
School Secretary II	V
Student Support	
Bilingual Community Outreach Assistant	M
Bilingual Instructional Assistant/Expanded Learning	K
Early Childhood Home Visitor	J
Instructional Assistant	J
Instructional Assistant/Behavior Management	N
Instructional Assistant/Bilingual	J
Instructional Assistant/Expanded Learning	J
Instructional Assistant/Preschool	J

APPENDIX A 2022-2023

Instructional Assistant/Special Education	K
Registered Behavior Technician	Р
Transportation	
Dispatcher	AA
Mechanic	CC
School Bus Driver	Y
Student Supervision	
Yard Supervisor	Yard Schedule

Inactive Positions		
Bus Driver Instructor	X	
Business Services Clerk	Q	
Campus Monitor Lead	Q	
Central Office Clerk	L	
Crossing Guards	Yard Schedule	
Curriculum Clerk	U	
Educational Interpreter	L	
District Office Clerk I	Q	
Family Advocate	J	
Health Assistant I	K	
Instructional Assistant/Health	J	
Instructional Assistant/Physical Education	J	
Instructional Assistant/Title 1	J	
Library Technician	N	
Mathematics Technician	J	
Office Assistant	K	
Parent Liaison	J	
Prevention Specialist	L	
Personnel Clerk	Q	
Receptionist/Clerk	M	
Trainer/Dispatcher	BB	

APPENDIX B HOURLY WAGE SCHEDULE 2022-2023

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
J	15.01	15.54	16.31	17.14	18.01	18.46
K	15.38	15.92	16.73	17.57	18.46	18.92
L	15.76	16.31	17.14	18.01	18.92	19.40
M	16.16	16.73	17.57	18.46	19.40	19.88
N	16.56	17.14	18.01	18.92	19.88	20.38
0	16.98	17.57	18.46	19.40	20.38	20.89
Р	17.40	18.01	18.92	19.88	20.89	21.40
Q	17.84	18.46	19.40	20.38	21.40	21.94
R	18.28	18.92	19.88	20.89	21.94	22.49
S	18.74	19.40	20.38	21.40	22.49	23.06
T	19.21	19.88	20.89	21.94	23.06	23.63
U	19.69	20.38	21.40	22.49	23.63	24.22
V	20.18	20.89	21.94	23.06	24.22	24.83
W	20.68	21.40	22.49	23.63	24.83	25.45
X	21.20	21.94	23.06	24.22	25.45	26.08
Y	21.73	22.49	23.63	24.83	26.08	26.73
Z	22.28	23.06	24.22	25.45	26.73	27.41
AA	22.83	23.63	24.83	26.08	27.41	28.09
ВВ	23.40	24.22	25.45	26.73	28.09	28.79
CC	23.86	24.70	25.96	27.27	28.65	30.02

LONGEVITY:

10 years	\$750
15 years	\$1,250
20 years	\$2,000
25 years	\$2,500

Effective 2021-2022 school year, unit members will be recognized for the college degree completion with an ongoing annual stipend of \$250 Associate's Degree, increased to \$500 for a Bachelor's Degree and increased to \$1,000 for a Master's Degree. Beginning in 2022, annually "Declaration of Intent to Complete Units" must be submitted to district by Feb. 15th. Classified staff with current degrees must submit official transcripts by Sept. 1st of the declaration year.

Board Approved:



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:	September 21, 2022	Agenda Item: 212.362 Board Consideration of Approval of Memorandum Of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding Signing Bonuses for Hard to Fill Classified Positions
Presenter:	Lois Yount	Action Item: XX Information Item:

As a result of the staffing shortages the District is experiencing in the following classifications, the District proposes paying signing bonuses to newly hired employees as outlined below effective August 18, 2022 until June 30, 2023:

- \$1,000 signing bonus, after the completion of the 6-month probation period, to Instructional Assistants, Instructional Assistants Expanded Learning, Instructional Assistants Special Education, Instructional Assistants Preschool, Bilingual Instructional Assistants.
- \$5,000 signing bonus, upon hiring, to School Social Workers.

Fiscal Impact: Based on how many employees hired

Funding Sources: Various depending on the position's funding source

Attachment: Memorandum of Understanding (MOU)

Board approval is recommended—pending ratification by CSEA.

MEMORANDUM OF UNDERSTANDING (MOU)

between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

GALT CHAPTER #362 (CSEA)

and the

GALT JOINT UNION ELEMENTARY SCHOOL (DISTRICT)

September 6, 2022

The Galt Joint Union Elementary School District ("District") and the California School Employees Association and its Chapter #362 ("CSEA"), have agreed to the following Memorandum of Understanding ("MOU") pertaining to signing bonuses for hard to fill classified positions.

A.

CSEA

- 1. As a result of the staffing shortages the District is experiencing in the following classifications, the District agrees to pay signing bonuses to newly hired employees as outlined below effective August 18, 2022 until June 30, 2023:
 - a. \$1,000 signing bonus, after the completion of the 6 month probation period, to Instructional Assistants, Instructional Assistants - Expanded Learning, Instructional Assistants - Special Education, Instructional Assistants - Preschool, Bilingual Instructional Assistants.
 - b. \$5,000 signing bonus, upon hiring, to School Social Workers.

This MOU is subject to ratification by the bargaining unit and the governing Board.

Lori Jones, Chapter President CSEA Chapter #362	9-7-2022 Date
Lois Yount, Superintendent Galt Joint Union Elementary School District	9/7/22_ Date
cesar mata	9/8/22
Cesar Mata, Labor Relations Representative	Date



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:	September 21, 2022	Agenda Item: 212.363 Board Consideration of Approval of Memorandum Of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding a Salary Range Increase for Bus Drivers and the Dispatcher
Presenter:	Nicole Lorenz	Action Item: XX Information Item:

Due to state and nationwide bus driver shortages, the need to provide transportation to our students and to remain competitive in the region to attract and retain employees, the District performed a parity salary study and determined increases were warranted when comparing to similar and regional districts.

Proposed Salary Schedule:

Bus Driver - CSEA Classified Hourly Range Y Dispatcher - CSEA Classified Hourly Range AA

Fiscal Impact: Approximately \$26,700

Funding Sources: LCFF Supplemental & Concentration and Transportation Add-on

Attachment: Memorandum of Understanding (MOU) and Proposed Salary Schedule

Board approval is recommended—pending ratification by CSEA.

MEMORANDUM OF UNDERSTANDING (MOU)

between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

GALT CHAPTER #362 (CSEA)

and the

GALT JOINT UNION ELEMENTARY SCHOOL (DISTRICT)

September 6, 2022

The Galt Joint Union Elementary School District ("District") and the California School Employees Association and its Chapter #362 ("CSEA"), have agreed to the following Memorandum of Understanding ("MOU") pertaining to the salary range increase for Bus Drivers and the Dispatcher.

A.

- 1. Effective September 1, 2022, the District agrees to move the Dispatcher to Range AA from Range Y on the classified salary schedule.
- 2. Effective August 9, 2022, the District agrees to move Bus Drivers to Range Y from Range U on the classified salary schedule.
 - a. This MOU supersedes the MOU that was Board approved in August 2022, placing any bus driver who drove a special education route in a given school year to be placed on Range V. All bus drivers will be placed on Range Y with this new MOU.
- 3. The parties agree that this ongoing cost shall not be deducted from the total compensation package to be negotiated for the 2022-23 fiscal year.

This MOU is subject to ratification by the bargaining unit and the governing Board.

on four	9-7-2022
Lori Jones, Chapter President	Date
CSEA Chapter #362	
Surfact	9/7/22
Lois Yount, Superintendent	Date
Galt Joint Union Elementary School District	
cesar mata	9/8/22
Cesar Mata, Labor Relations Representative	Date
CSEA	

APPENDIX A 2022-2023

CLASSES/POSITIONS	RANGE
District Personnel	
Accounts Payable Clerk	Y
Accounts Receivable Clerk	AA
Budget Technician	AA
District Office Clerk II	U
Information Systems Technician	W
Payroll Technician	AA
Personnel Technician	U
Purchasing Technician	AA
Technology Assistant	W
Food Service	
Food and Nutrition Cashier	J
Food and Nutrition District Clerk	U
Food and Nutrition Lead	R
Food and Nutrition Assistant I	J
Food and Nutrition Assistant II	N
Health	
Health Assistant II	R
Health Secretary	Т
Licensed Vocational Nurse (LVN)	CC
Library	
Bright Futures Center Technician	Р
Maintenance/Operations	
Custodian	R
Groundskeeper	S
Skilled Maintenance Technician	CC
Warehouse Worker/Delivery Driver	Q
School Site Clerical	
Bilingual Office Assistant	M
Bilingual Office Assistant, Special Programs	N
School Secretary I	R
School Secretary II	V
Student Support	
Bilingual Community Outreach Assistant	M
Bilingual Instructional Assistant/Expanded Learning	K
Early Childhood Home Visitor	J
Instructional Assistant	J
Instructional Assistant/Behavior Management	N
Instructional Assistant/Bilingual	J
Instructional Assistant/Expanded Learning	J
Instructional Assistant/Preschool	J

APPENDIX A 2022-2023

Instructional Assistant/Special Education	K
Registered Behavior Technician	Р
Transportation	
Dispatcher	AA
Mechanic	CC
School Bus Driver	Y
Student Supervision	
Yard Supervisor	Yard Schedule

Inactive Positions	
Bus Driver Instructor	X
Business Services Clerk	Q
Campus Monitor Lead	Q
Central Office Clerk	L
Crossing Guards	Yard Schedule
Curriculum Clerk	U
Educational Interpreter	L
District Office Clerk I	Q
Family Advocate	J
Health Assistant I	K
Instructional Assistant/Health	J
Instructional Assistant/Physical Education	J
Instructional Assistant/Title 1	J
Library Technician	N
Mathematics Technician	J
Office Assistant	K
Parent Liaison	J
Prevention Specialist	L
Personnel Clerk	Q
Receptionist/Clerk	M
Trainer/Dispatcher	BB

APPENDIX B HOURLY WAGE SCHEDULE 2022-2023

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
J	15.01	15.54	16.31	17.14	18.01	18.46
K	15.38	15.92	16.73	17.57	18.46	18.92
L	15.76	16.31	17.14	18.01	18.92	19.40
M	16.16	16.73	17.57	18.46	19.40	19.88
N	16.56	17.14	18.01	18.92	19.88	20.38
0	16.98	17.57	18.46	19.40	20.38	20.89
Р	17.40	18.01	18.92	19.88	20.89	21.40
Q	17.84	18.46	19.40	20.38	21.40	21.94
R	18.28	18.92	19.88	20.89	21.94	22.49
S	18.74	19.40	20.38	21.40	22.49	23.06
T	19.21	19.88	20.89	21.94	23.06	23.63
U	19.69	20.38	21.40	22.49	23.63	24.22
V	20.18	20.89	21.94	23.06	24.22	24.83
W	20.68	21.40	22.49	23.63	24.83	25.45
X	21.20	21.94	23.06	24.22	25.45	26.08
Y	21.73	22.49	23.63	24.83	26.08	26.73
Z	22.28	23.06	24.22	25.45	26.73	27.41
AA	22.83	23.63	24.83	26.08	27.41	28.09
ВВ	23.40	24.22	25.45	26.73	28.09	28.79
CC	23.86	24.70	25.96	27.27	28.65	30.02

LONGEVITY:

10 years	\$750
15 years	\$1,250
20 years	\$2,000
25 years	\$2,500

Effective 2021-2022 school year, unit members will be recognized for the college degree completion with an ongoing annual stipend of \$250 Associate's Degree, increased to \$500 for a Bachelor's Degree and increased to \$1,000 for a Master's Degree. Beginning in 2022, annually "Declaration of Intent to Complete Units" must be submitted to district by Feb. 15th. Classified staff with current degrees must submit official transcripts by Sept. 1st of the declaration year.

Board Approved:



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

Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.364 Board Consideration of Approval of Memorandum Of Understanding Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding an Increase to the Warehouse Worker Position Hours
Presenter:	Nicole Lorenz	Action Item: XX Information Item:

With the expansion of Fairsite Elementary, the Expanded Learning Program and overall increase in District needs, the District is proposing to increase the Warehouse Worker position from 5 to 8 hours.

Fiscal Impact: Approximately \$19,700

Funding Sources: LCFF

Attachment: Memorandum of Understanding (MOU)

Board approval is recommended—pending ratification by CSEA.

MEMORANDUM OF UNDERSTANDING (MOU)

between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

GALT CHAPTER #362 (CSEA)

and the

GALT JOINT UNION ELEMENTARY SCHOOL (DISTRICT)

September 6, 2022

The Galt Joint Union Elementary School District ("District") and the California School Employees Association and its Chapter #362 ("CSEA"), have agreed to the following Memorandum of Understanding ("MOU") pertaining to the change in the Warehouse Worker position's hours.

A.

- 1. The parties agree to change the work hours for the position of Warehouse Worker to 8 hours from 5 hours effective September 22, 2022.
- 2. The parties agree that this ongoing cost shall not be deducted from the total compensation package to be negotiated for the 2022-23 fiscal year.

This MOU is subject to ratification by the bargaining unit and the Governing Board.

In Louis	9-7-2022
Lori Jones, Chapter President	Date
CSEA Chapter #362	
Lois Yount, Superintendent Galt Joint Union Elementary School District	9 1 22 Date
cesar mata	9/8/22
Cesar Mata, Labor Relations Representative	Date



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Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.365 Initial Public Notice From Galt Joint Union Elementary School District To California School Employees Association, Galt Chapter #362 (CSEA) PUBLIC NOTICE / "SUNSHINE"
Presenter:	Lois Yount	Action Item: XX

Initial Public Notice From Galt Joint Union Elementary School District

PUBLIC NOTICE / "SUNSHINE" September 21, 2022

The Galt Joint Union Elementary School District ("District") hereby presents its initial PUBLIC NOTICE "sunshine" statement in order to inform the public of matters which will be negotiated between the District and California School Employees Association, Galt Chapter #362 ("CSEA"). The District will propose contract language in the following re-opener articles:

1. Compensation

a. The District will appropriately compensate employees while maintaining a fiscally sound budget. The District will, as well, bargain to attract and retaining highly qualified employees.

This is an addition to the "sunshine" of Article X: Transfers and Article XXIV: Food Services Vacancy Procedures dated August 17, 2022.

The District may counter-propose to any changes in Articles proposed by CSEA.

The District looks forward to positive negotiations with CSEA.



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Board Meeting Agenda Item Information

Meeting Date:	September 21, 2022	Agenda Item: 212.366 First Reading of Board Policies, Administrative Regulations, Bylaws, and Exhibits
Presenter:	Lois Yount Cabinet Members	Action Item: First Reading: XX

The following CSBA sample Board Policies (BP), Administrative Regulations (ARs), Bylaws (BB) and Exhibits are being presented for a first reading:

Educational Services

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

Business Services

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

Curriculum

9. BP/AR 4112.2 Certification

Superintendent

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

Galt Joint Union Elementary School District Board Policies, Administrative Regulations, Bylaws, and Exhibits First Reading: September 21, 2022

EDU	ICATIONAL SERVICES	<u>Page</u>
1.	Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures Regulation updated to reflect NEW STATE REGULATIONS (Register 2020, No. 21) which amends the definition of "beginning of the year or semester" and NEW LAW (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year. The regulation was also updated to clarify that the principal or Superintendent's designee is required to send a written resolution of the complaint to the mailing address of the complainant when the complainant has indicated on the complaint form a desire to receive a response to the complaint.	1-6
	Exhibit (2) 1312.4 - Williams Uniform Complaint Procedures Exhibit updated to include that, for a school that serves any of grades 6-12, a complaint may be filed for failure to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms, as required by NEW LAW (AB 367, 2021).	7-8
2.	Board Policy 6173.1 - Education for Foster Youth	9-10
	CSBA updated its policy on 12/1/13	
	Administrative Regulation 6173.1 - Education for Foster Youth Regulation updated to reflect NEW LAW (AB 1055, 2021) which modified the definition of "foster youth" to include a dependent child of a court of an Indian tribe, consortium of tribes, or tribal organization and includes the definition of "foster youth" as specified in law. The regulation was also updated to make clarifying changes to the responsibilities of the district liaison for foster youth.	11-17
3.	Board Policy 5141.3 Immunizations	18-19
	CSBA updated Policy and Administrative Regulation on 12/1/20. GJUESD last updated it on 2/23/11. It is referenced in AR 6173.1, Education for Foster Youth.	
	Administrative Regulation 5141.3 Immunizations	20-24
	CSBA updated Policy and Administrative Regulation on 12/1/20. GJUESD last updated it on 2/23/11. It is referenced in AR 6173.1, Education for Foster Youth.	
BUS	SINESS SERVICES	
4.	Board Policy 3110 - Transfer of Funds Policy updated to delete authorization for the temporary transfer of funds which only pertained to the 2020-21 and 2021-22 fiscal years.	25-26
	Administrative Regulation 3110 - Transfer of funds: Delete	27-28
5.	NEW - Board Policy 3523 - Electronic Signatures The new policy reflects the authorization for districts to use electronic signatures in their communications and operations, including the benefits of electronic records and signatures, the requirement that electronic signatures conform with criteria described in the law, and that the level of security is sufficient for the transaction being conducted, and that electronic records are retained in accordance with law and regulations and as specified in board policy and administrative regulation.	29

NEW - Administrative Regulation 3523 - Electronic Signatures

The new regulation establishes procedures for district use of electronic signatures, including that in any business transaction electronic signatures may be used only when each party has agreed to conduct the transaction in such a manner and that in other district operations electronic signatures may be required, criteria that must be met in order for an electronic signature to be used, and specific requirements for notarized signatures and statements that are required to be signed under penalty of perjury.

6. Board Policy 3550 - Food Service/Child Nutrition Program

31-34

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and NEW LAW (AB 486, 2021) which authorizes the coordination of food service programs with classroom instruction and other related district programs.

Administrative Regulation 3550 - Food Service/Child Nutrition Program

35-41

Regulation updated to reflect changes necessary to implement NEW LAW (AB 130, 2021) which requires the provision of a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and make other clarifying changes in the "Food Safety" section.

7. Board Policy 3551 - Food Service Operations/Cafeteria Fund

42-45

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, including revisions to the "Meal Sales" and "Program Monitoring and Evaluation" sections.

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

46-49

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated Regulation includes a revision to "Payment for Meals," "Cafeteria Funds," and "Contracts with Outside Services" sections to make them generally applicable to all food service programs and the deletion of the "Unpaid and Delinquent Meal Charges" section which is no longer applicable.

8. Board Policy 3553 - Free and Reduced-Price Meals

50-53

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. The updated policy includes general requirements applicable to federal National School Lunch and Breakfast Programs as well as the state Universal Meal Program. Updated Policy also includes a revision to the "Confidentiality/Release of Records" section to permit the use of student information to facilitate the provision of targeted educational services to a student based on the local control and accountability plan, as clarified in the California Department of Education's Management Bulletin SNP-02- 2018.

Administrative Regulation 3553 - Free and Reduced-Price Meals

54-58

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility and includes program implementation changes to "Verification of Eligibility" and "Nondiscrimination Plan" sections and the deletion of the "Prices" section which is no longer necessary.

30

CURRICULUM

9. Board Policy 4112.2 – Certification

59-61

Policy updated in March 2020 to clarify the hiring hierarchy if the district is unable to hire a person who possesses a clear or preliminary credential, including one who is approved for a limited assignment option. The policy reflects the Commission on Teacher Credentialing (CTC) Coded Correspondence stating that, if the district needs to hire a person who has been granted a credential waiver by CTC, that person must qualify for a "variable term waiver." The policy also expands the section on "National Board for Professional Teaching Standards Certification" to add examples of incentives that may encourage teacher participation.

Administrative Regulation 4112.2 - Certification

62-68

Regulation updated to expand the section on "Basic Skills Proficiency" to include a list of the ways a person may demonstrate basic skills proficiency, and reflect NEW LAW (AB 130, 2021) which exempts a person from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework and, in conjunction with NEW LAW (AB 167, 2021), exempts a person from the basic skills proficiency test requirement if it is determined that a person has demonstrated proficiency through a combination of coursework, passage of a component(s) of the basic skills proficiency test, and other specified exams. The section was also updated to reflect NEW LAW (AB 320, 2021) which impacts what is "qualifying coursework" by defining a "regionally accredited institution" to include an institution of higher education that held pre-accreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning pre-accreditation status, in addition to an institution of higher education that has already been designated as regionally accredited at the time the degree of an applicant for a credential was conferred. Additionally, the regulation is updated to provide more detail for when an out-of-state prepared teacher is not required to meet the basic skills requirement within one year of being issued a California preliminary credential by the California Commission on Teacher Credentialing.

SUPERINTENDENT

10. Administrative Regulation 3517 - Facilities Inspection

69-70

Regulation updated to reflect NEW LAW (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location.

Board Policy 3517 – Facilities Inspection: Delete

71

NEW – Exhibit (1) 3517 - Facilities Inspection

72

The new exhibit presents a sample of the required notification to be posted in a prominent and conspicuous location in each restroom where free menstrual products are required to be stocked, pursuant to NEW LAW (AB 367, 2021).

11. Board Policy 4144 – Complaints

73-74

Policy (BP) update to align with 1312.1 Complaints Concerning District Employees CSBA updated BP 4144 on 12/1/17.

Administrative Regulation 4144 Complaints

75-78

Regulation (AR) update to align with 1312.1 Complaints Concerning District Employees CSBA updated AR 4144 on 12/1/17

		<u>Page</u>
12.	Board Bylaw 9270 Conflict Of Interest	79-85
	Policy update to align with Conflict of Interest Code. GJUESD adopted it on 2/27/08 and CSBA updated 5/1/16.	
	Exhibit 9270 Conflict Of Interest	86-90
	GJUESD does not have an exhibit. CSBA updated 5/1/16.	_
13.	Board Policy 6163.2 Animals At School	91-92
	Policy update to address non-service animals at school. GJUESD adopted 2/27/08, CSBA updated 3/1/11.	
	Administrative Regulation 6163.2 Animals At School	93-95
	Regulation update to address non-service animals at school. GJUESD adopted 2/27/08, CSBA updated 3/1/11.	

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Status: DRAFT

Regulation 1312.4: Williams Uniform Complaint Procedures

Original Adopted Date: 02/23/2011

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

- 1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- 2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the time period from the first day students attend classes for a year-long course or semester-long course though not later than 20 business days afterwards.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

- 3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)
 - a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any school serving any of grades 6-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Board Policy Manual Galt Joint Union Elementary School District

Status: ADOPTED

Regulation 1312.4: Williams Uniform Complaint Procedures

Original Adopted Date: 02/23/2011

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants district flexibility in "Tier 3" categorical programs. The Galt Joint Union School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-2009 through 2012-2013 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

- 1. Textbooks and instructional materials
- a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-or district-adopted textbooks or other required instructional materials to use in class.
- b. A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- (cf. 6161.1 Selection and Evaluation of Instructional Materials)
- 2. Teacher vacancy or misassignment
- a. A semester begins and a teacher vacancy exists.
- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- (cf. 4112.22 Staff Teaching Students of Limited English Proficiency)
- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Facilities

a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs. (Education Code 35292.5)

(cf. 6179 - Supplemental Instruction)

Filing of Complaint

A complaint alleging any condition(s) specified in items #1-3 in the section entitled "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a in the section entitled "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR

4686)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

Status: DRAFT

Exhibit 1312.4-E(4): Williams Uniform Complaint Procedures

Original Adopted Date: Pending

K-12 COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No	
Contact information: (if response is requested Name:	·
Address: Phone number: Day: E-mail address, if any:	Evering:
Date problem was observed:	
Location of the problem that is the subject of School name/address:	
Course title/grade level and teacher name:	
Room number/name of room/location of facil	itv:

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- 1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
 - A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - A student does not have access to textbooks or instructional materials to use at home or after school.
 This does not require two sets of textbooks or instructional materials for each student.
 - Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- 2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)
 - A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single
 designated certificated employee has not been assigned at the beginning of the school year for an entire
 year or, if the position is for a one-semester course, a position to which a single designated certificated
 employee has not been assigned at the beginning of a semester for an entire semester.
 - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- 3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff
 including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems;
 electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or
 exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials
 previously undiscovered that pose an immediate threat to students or staff; structural damage creating a
 hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
- For a school serving any of grades 6-12, the school has not, at all times, stocked and made available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.
- The school has not kept all restrooms open during school hours when students are not in classes and has
 not kept a sufficient number of restrooms open during school hours when students are in classes. This
 does not apply when temporary closing of the restroom is necessary for student safety or to make
 repairs.

Status: DRAFT

Policy 6173.1: Education For Foster Youth

Original Adopted Date: 02/27/2008

The Governing Board recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and district academic standards, the Superintendent or designee shall provide them with full access to the district's educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in the district's local control and accountability plan (LCAP).

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build a foster youth's feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

At least annually and in accordance with the established timelines, the Superintendent or designee shall report to the Board on the outcomes for foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

Status: ADOPTED

Policy 6173.1: Education For Foster Youth

Original Adopted Date: 02/27/2008

The Governing Board recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the district's performance standards.

(cf. 6011- Academic Standards)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation.

Status: DRAFT

Regulation 6173.1: Education For Foster Youth

Original Adopted Date: 02/27/2008

Definitions

Foster youth, foster child, or student in foster care means any of the following: (Education Code 42238.01, 48853.5)

- 1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 300, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361.
- 2. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d).
- 3. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01.
- 4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law
- 5. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the foster youth is connected, the district liaison for foster youth shall determine, in the best interests of the foster youth, which school shall be deemed the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth. (Education Code 48853.5)

Best interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Educational Services Director or Designee 1018 C Street, Suite 210 Galt, CA 95632 209-744-4545 ext. 303 educationalservices@galt.k12.ca.us

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of

students in foster care (Education Code 48853.5)

- 2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)
 - When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)
- 3. Notify a foster youth's attorney and the representative of the appropriate county child welfare agency, when required by law for a foster youth who is undergoing any expulsion or other disciplinary proceeding including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)
- 4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973
- 5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services
- 6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth
- 7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth
- 8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

The Superintendent or designee shall regularly monitor the liaison's caseload, as well as additional duties outside of the foster youth program, to ensure that adequate time and resources are provided to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

- 1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.
- 2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and an awareness of the following:
 - a. The student has a right to attend a regular public school in the least restrictive environment.
 - b. The alternate education program is a special education program, if applicable.
 - c. The decision to unilaterally remove the student from the district school and to place the student in an alternate education program may not be financed by the district.
 - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.
- 3. At the initial placement or any subsequent change in placement, the student exercises the right to continue in the school of origin, as defined above. In any such circumstance, the following shall apply:

- a. The student may continue in the school of origin for the duration of the court's jurisdiction.
- b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in the school of origin for the remainder of the school year.
- c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in the school of origin through graduation.
- d. If the student is transitioning between school grade levels, the student shall be allowed to continue in the district in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, regardless of whether the foster youth: (Education Code 48853.5)

- 1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
- 2. Does not have clothing normally required by the school, such as school uniforms
- 3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, an appeal may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in the school of origin, for the duration of the time spent in foster care, when it is in the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

- 1. A decision by a court or placement agency to change the student's placement, in which case the grades shall be calculated as of the date the student left school
- 2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the foster youth shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, the foster youth shall be enrolled in the same or equivalent course, if applicable, to enable the completion of the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the foster youth shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for the foster youth, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

To determine whether a foster youth is in the third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of school enrollment, whichever qualifies the foster youth for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for the foster youth how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and

shall not grant any request made by a foster youth or any person acting on behalf of a foster youth for a transfer solely to qualify the foster youth for an exemption. (Education Code 51225.1)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while still enrolled in school or if the foster youth transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

- 1. Inform the foster youth and the person holding the right to make educational decisions for the foster youth of the option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the foster youth's ability to gain admission to a postsecondary educational institution
- 2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges
- 3. Upon agreement with the foster youth or, if under 18 years of age, the person holding the right to make educational decisions for the foster youth, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Status: ADOPTED

Regulation 6173.1: Education For Foster Youth

Original Adopted Date: 02/27/2008

Definitions

Foster youth means a child who has been subject to one of the following: (Education Code 48853.5)

- 1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (investigation and release of child)
- 2. Is the subject of a petition filed under Welfare and Institutions Code 300 (jurisdiction of juvenile court) or 602 (minors ward of court, violating law)
- 3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which the student was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, the school of origin. (Education Code 48853.5)

Best interest means a placement that ensures that the youth is placed in the least restrictive educational program and has access to academic resources, services, and extracurricular and enrichment activities that are available to district students. (Education Code 48853)

District Liaison

The Superintendent or designee shall serve as the district liaison for foster youth.

He/She shall: (Education Code 48645.5, 48853.5)

- 1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care
- (cf. 1400 Relations between Other Governmental Agencies and the Schools)
- (cf. 5141.6 Student Health and Social Services)
- 2. Assist foster youth when transferring from one school to another or from one district to another in ensuring proper transfer of credits, records, and grades, including ensuring that records reflect full or partial credit for courses taken
- (cf. 5121 Grades/Evaluation of Student Achievement)
- (cf. 5125 Student Records)
- (cf. 6146.3 Reciprocity of Academic Credit)

Enrollment

A foster youth placed in a licensed children's institution or foster family home shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853)

- 1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.
- (cf. 6159 Individualized Education Program)

(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)

- 2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program.
- 3. The student is entitled to remain in his/her school of origin as defined above.

At the initial detention or placement, or any subsequent change in placement of a foster youth, the district shall allow the student to continue his/her education in the school of origin for the duration of the academic school year. However, the district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agree that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The youth shall be immediately enrolled even if he/she has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to produce records, such as academic, medical, or proof of residency, or clothing normally required for enrollment. (Education Code 48853.5)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5132 - Dress and Grooming)

(cf. 5141.31 - Immunizations)

If a parent/guardian or foster youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within 30 days of receipt of the appeal. Within 30 days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Governing Board. The Board shall consider the issue at its next regularly-scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Board Policy Manual Galt Joint Union Elementary School District

Status: DRAFT

Policy 5141.31: Immunizations

Original Adopted Date: 02/23/2011

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

Each student enrolling for the first time in a district school, preschool, or child care and development program or enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that the student has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

Transfer students shall be requested to present immunization records upon registration at district schools if possible.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 48980, 49403)

Status: ADOPTED

Policy 5141.31: Immunizations

Original Adopted Date: 02/23/2011

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 6142.8 - Comprehensive Health Education)

Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

Except to the extent otherwise authorized by law, each transfer student shall present evidence of immunization before he/she is admitted to school. Such evidence may include the child's personal immunization record from his/her authorized health care provider or his/her cumulative file from his/her previous school.

Status: DRAFT

Regulation 5141.31: Immunizations

Original Adopted Date: 02/23/2011

Required Immunizations

Upon a student's registration at a district school, the Superintendent or designee shall provide the student's parents/guardians a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district school, preschool, or child care and development program for the first time nor admit or advance any student to grade 7, unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6025)

- 1. Measles, mumps, and rubella
- 2. Diphtheria, tetanus, and pertussis (whooping cough)
- 3. Poliomyelitis (polio)
- 4. Hepatitis B
- 5. Varicella (chickenpox)
- 6. Haemophilus influenza type b (Hib meningitis)
- 7. Any other disease deemed appropriate by CDPH

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related services required by the student's IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

School personnel shall record information for each student regarding all doses of required immunizations and the status of all requirements in accordance with 17 CCR 6070. The school records shall be based on the student's immunization record provided by the student's health care provider, from the student's previous school immunization record, or through the California Immunization Registry (CAIR). (17 CCR 6070)

Exemptions

Exemption from one or more immunization requirements shall be granted under any of the following circumstances:

1. A medical exemption is submitted using the standardized form developed by CDPH and transmitted using CAIR which includes, but is not limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary. (Health and Safety Code 120372)

A student who has a medical exemption issued prior to January 1, 2020 shall be allowed to continue enrollment until the next grade span, except that after July 1, 2021, a student may not be admitted or advanced to grade 7 unless the student has been immunized or a medical exemption form filed as stated above. (Health and Safety Code 120370)

A temporary exemption shall not exceed one year, and all medical exemptions shall not extend beyond the grade span. (Health and Safety Code 120372)

If a student's medical exemption is revoked by CDPH on the basis that the exemption does not meet applicable criteria for medical exemptions, the student shall continue in attendance and, within 30 calendar days of the revocation, commence the immunization schedule required for conditional admittance pursuant to 17 CCR 6050, as described below. (Health and Safety Code 120372)

The student's parent/guardian may appeal a revocation to the Secretary of California Health and Human Services. If a revocation is appealed, the student shall continue in attendance and shall not be required to commence the immunization schedule required for conditional admittance provided the appeal is filed within 30 calendar days of the revocation. (Health and Safety Code 120372, 120372.05)

2. The student's parent/guardian filed with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to the student's personal beliefs, in which case the student shall be exempted from the immunization until the student enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

When a student transfers to a different school within the district or transfers into the district from another school district in California, the student's personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction. (Health and Safety Code 120335)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that the student has not received all the immunizations required for the student's age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission. The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035. (Health and Safety Code 120340; 17 CCR 6035)

In addition, a transfer student may be conditionally admitted for up to 30 school days while the student's immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6035)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that the student is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, the student shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6040, 6070)

Exclusions Due to Lack of Immunizations

If an enrolled student who was previously believed to be in compliance with immunization requirements is subsequently discovered to not be in compliance with requirements for unconditional or conditional admission, the Superintendent or designee shall notify the parent/guardian that evidence of proper immunization or an appropriate exemption must be provided within 10 school days. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

The Superintendent or designee shall exclude from further attendance an enrolled student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until documentation is provided indicating that the student has received a dose of each required vaccine due at that time. (17 CCR 6040, 6055)

The student shall also be reported to the attendance supervisor or principal.

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and the student's documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

Each student's immunization record shall be retained as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

At least annually, the Superintendent or designee shall file a written report on the immunization status of new students with CDPH and the local department of public health on forms prescribed by CDPH. (Health and Safety Code 120375; 17 CCR 6075)

Audits

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

Status: ADOPTED

Regulation 5141.31: Immunizations

Original Adopted Date: 02/23/2011

Required Immunizations

The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program nor advance a student to specified grade levels unless that student has presented documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

- 1. Measles, mumps and rubella (MMR)
- 2. Diphtheria, tetanus and pertussis (whooping cough) (DTP, DTaP, or Tdap)
- 3. Poliomyelitis (polio)
- 4. Hepatitis B
- 5. Varicella (chickenpox)
- 6. Haemophilus influenza type b (Hib meningitis)
- 7. Any other disease designated by the CDPH
- (cf. 5141.22 Infectious Diseases)
- (cf. 5148 Child Care and Development)
- (cf. 5148.3 Preschool/Early Childhood Education)

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. The record must show the date that each dose was administered.

Exemptions

Exemption from immunization requirements is allowed when: (Health and Safety Code 120365, 120370; 17 CCR 6051)

1. The student's parent/guardian states in writing that immunization is contrary to his/her beliefs.

However, if there is good cause to believe that the student has been exposed to one of the communicable diseases listed above, the student may be temporarily excluded from school until the local public health officer is satisfied that the student is no longer at risk of developing the disease.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

2. The student's parent/guardian provides a written statement by a licensed physician that the physical condition or medical circumstances of the student are such that immunization is unsafe or is permanently not indicated, in which case the student shall be exempted to the extent indicated by the physician's statement.

Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or the student presents a letter or affidavit of exemption from his/her parent/guardian or physician to the Superintendent or designee.

(cf. 5112.2 - Exclusions from Attendance)

(cf. 6183 - Home and Hospital Instruction)

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days to supply evidence of proper immunization or an appropriate letter of exemption. (Education Code 48216; 17 CCR 6040)

This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216)

The Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above, unless the student is exempt from immunization for medical reasons or personal beliefs. The student shall remain excluded from school until he/she has received another dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

- 1. He/she has received some but not all required immunizations and is not due for any vaccine dose at the time of admission
- 2. He/she has a temporary exemption from immunization for medical reasons

The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses when they become due as specified in 17 CCR 6035.

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

Board Policies, Administrative Regulations, Bylaws, and Exhibits

First Reading: September 21, 2022

BUSINESS SERVICES

4. Board Policy 3110 - Transfer of Funds

Policy updated to delete authorization for the temporary transfer of funds which only pertained to the 2020-21 and 2021-22 fiscal years.

- Delete Administrative Regulation 3110 - Transfer of Funds

5. NEW - Board Policy 3523 - Electronic Signatures

The new policy reflects the authorization for districts to use electronic signatures in their communications and operations, including the benefits of electronic records and signatures, the requirement that electronic signatures conform with criteria described in the law, and that the level of security is sufficient for the transaction being conducted, and that electronic records are retained in accordance with law and regulations and as specified in board policy and administrative regulation.

NEW - Administrative Regulation 3523 - Electronic Signatures

The new regulation establishes procedures for district use of electronic signatures, including that in any business transaction electronic signatures may be used only when each party has agreed to conduct the transaction in such a manner and that in other district operations electronic signatures may be required, criteria that must be met in order for an electronic signature to be used, and specific requirements for notarized signatures and statements that are required to be signed under penalty of perjury.

6. Board Policy 3550 - Food Service/Child Nutrition Program

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and NEW LAW (AB 486, 2021) which authorizes the coordination of food service programs with classroom instruction and other related district programs.

Administrative Regulation 3550 - Food Service/Child Nutrition Program

Regulation updated to reflect changes necessary to implement NEW LAW (AB 130, 2021) which requires the provision of a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and make other clarifying changes in the "Food Safety" section.

7. Board Policy 3551 - Food Service Operations/Cafeteria Fund

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, including revisions to the "Meal Sales" and "Program Monitoring and Evaluation" sections.

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated Regulation includes a revision to "Payment for Meals," "Cafeteria Funds," and "Contracts with Outside Services" sections to make them generally applicable to all food service programs and the deletion of the "Unpaid and Delinquent Meal Charges" section which is no longer applicable.

8. Board Policy 3553 - Free and Reduced-Price Meals

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. The updated policy includes general requirements applicable to federal National School Lunch and Breakfast Programs as well as the state Universal Meal Program. Updated Policy also includes a revision to the "Confidentiality/Release of Records" section to permit the use of student information to facilitate the provision of targeted educational services to a student based on the local control and accountability plan, as clarified in the California Department of Education's Management Bulletin SNP-02- 2018.

Administrative Regulation 3553 - Free and Reduced-Price Meals

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility and includes program implementation changes to "Verification of Eligibility" and "Nondiscrimination Plan" sections and the deletion of the "Prices" section which is no longer necessary.

Policy 3110: Transfer Of Funds

Original Adopted Date: 11/18/2009

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

- 1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
- 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)
- 3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
- 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
- 5. Transfer monies between other funds or accounts when authorized by law.

Status: ADOPTED

Policy 3110: Transfer Of Funds

Original Adopted Date: 11/18/2009

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

The Board may transfer funds during or at the end of the fiscal year in accordance with law as necessary to meet district needs or to permit the payment of district obligations. (Education Code 16095, 17582-17592, 42600-42603, 42605, 42841-42843, 52616.4)

Tier 3 Categorical Flexibility

From the 2008-09 through 2012-13 fiscal years, the Board has determined that it is in the best interest of the district to utilize the categorical program flexibility authorized by Education Code 42605. Funds received for programs identified by law as Tier 3 categoricals may be expended for any educational purpose.

The Board shall hold a public hearing to take testimony from the public, discuss, and approve or disapprove the proposed use of the funding, and shall make explicit for each of the categorical budget items the purposes for which the funds will be used. (Education Code 42605)

During the hearing, the Board shall consider the district's goals for student learning and determine funding priorities and program focus. The Board may also discuss statutory constraints, available resources, and whether program modifications might improve educational outcomes.

The Superintendent or designee shall regularly report to the Board regarding how the district is exercising the flexibility and whether the desired results are being achieved. He/she shall also complete any necessary reports required by the California Department of Education.

Board Policy Manual Galt Joint Union Elementary School District

Regulation 3110: Transfer Of Funds Status: ADOPTED

Original Adopted Date: 02/27/2008

Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications by the Governing Board on adoption of a resolution by a majority vote.

The resolution must be filed with the County Superintendent of Schools and the county auditor. (Education Code 42600)

End-of-the-Year Procedures

At the close of the school year, the Superintendent or designee may, with Board approval, identify and request the County Superintendent of Schools to make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s) or balance any budget expenditure classifications as necessary to permit the payment of obligations incurred by the district during that school year. (Education Code 42601)

Temporary Transfers Between Classifications

The Board may direct that monies held in any fund or account may be temporarily transferred from one or more of these accounts to another fund or account to be used for the payment of obligations of the district, with limitations as set by Education Code 42603. The transfer shall be accounted for as temporary borrowing and shall not be available for appropriation or be considered income to the borrowing fund or account. (Education Code 42603)

Special Reserve Funds

Upon resolution of the Board, a special reserve fund may be established for such purpose(s) as specified in the resolution. A copy of the resolution shall be filed with the County Superintendent of Schools, as well as the county auditor and treasurer. As necessary, the Board may amend the resolution to specify additional purposes or to withdraw any previously designated purpose. (Education Code 42841)

The Board may expend the money in the special reserve fund for capital outlay for the purpose specified in the resolution. In addition, unless encumbered for ongoing expenses, the Board may expend money in the fund for the general operating purposes of the district. Any money in a special reserve fund that is maintained for purposes other than capital outlay must be transferred into the district's general fund before it is expended. (Education Code 42842)

Deferred Maintenance Funds

Funds deposited in the district's deferred maintenance fund may be received from any source and shall only be expended for maintenance purposes as provided for in Education Code 17582. (Education Code 17582)

Upon resolution of the Board, excess local funds deposited in the deferred maintenance fund may be transferred to other expenditure classifications when state funds provided pursuant to Education Code 17584 and 17585 are insufficient to fully match the local funds. The resolution shall be approved by a two-thirds vote of the Board and filed with the County Superintendent of Schools and the county auditor. (Education Code 17583)

State School Building Funds

The Board shall transfer to the district state school building fund all funds which are required to be expended for the project for which the apportionment was made. (Education Code 16095)

Policy 3523: Electronic Signatures

Original Adopted Date: Pending

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

Regulation 3523: Electronic Signatures

Original Adopted Date: Pending

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

A *digital signature* is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An *electronic signature* consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

- 1. Unique to the person using it
- 2. Capable of verification
- 3. Under the sole control of the person using it
- 4. Linked to data is such a manner that if the data are changed the electronic signature is invalidated
- 5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

- 1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
- 2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
- 3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

Policy 3550: Food Service/Child Nutrition Program

Original Adopted Date: 02/27/2008

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

- 1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
- 2. Meet or exceed nutrition standards specified in law
- 3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
- 4. Be served in age-appropriate portions
- 5. Be provided at no cost to students who request a meal

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition

programs and the extent to which the district's food service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

Status: ADOPTED

Policy 3550: Food Service/Child Nutrition Program

Original Adopted Date: 02/27/2008

The Governing Board recognizes that students need adequate, nourishing food in order to grow, learn, and maintain good health. Foods and beverages available through the district's food service program shall:

- 1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
- (cf. 5141.27 Food Allergies/Special Dietary Needs)
- 2. Meet or exceed nutritional standards specified in law and administrative regulation
- (cf. 3554 Other Food Sales)
- (cf. 5030 Student Wellness)
- (cf. 5148 Child Care and Development)
- (cf. 5148.2 Before/After School Programs)
- (cf. 6300 Preschool/Early Childhood Education)
- 3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
- (cf. 6142.8 Comprehensive Health Education)
- 4. Be served in age-appropriate portions
- 5. Be sold at reasonable prices
- (cf. 3551 Food Service Operations/Cafeteria Fund)
- (cf. 3553 Free and Reduced Price Meals)

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables that are not deep fried.

The Superintendent or designee shall encourage the participation of students and parents/guardians in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to encourage participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517- Facilities Inspection)

(cf. 7110 - Facilities Master Plan)

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

The Superintendent or designee shall annually report to the Board regarding the district's compliance with state and federal nutritional standards for foods and beverages.

(cf. 0500 - Accountability)

Regulation 3550: Food Service/Child Nutrition Program

Original Adopted Date: 02/27/2008

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49501.5, 49553; 42 USC 1758, 1773)

- 1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable
- 2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.7)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Board Policy Manual Galt Joint Union Elementary School District

Regulation 3550: Food Service/Child Nutrition Program Status: ADOPTED

Original Adopted Date: 02/27/2008

Nutritional Standards for Elementary Schools

At each elementary school, the only foods that may be sold to a student during the school day are either: (Education Code 49431)

- 1. Full meals, defined by Education Code 49430 as a combination of food items that meet National School Lunch or Breakfast Program meal pattern requirements or the state's menu planning options of Shaping Health as Partners in Education (SHAPE); or
- 2. Individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit, vegetables that have not been deep fried, and legumes

Nutritional Standards for National School Lunch and Breakfast Program

Any school participating in the National School Lunch Program and/or School Breakfast Program pursuant to 42 USC 1751-1769h and 1771-1791 shall serve meals that, on average over each school week: (Education Code 49531; 42 USC 1758, 1773; 7 CFR 210.10, 220.8)

- 1. Meet the nutrient levels and calorie requirements appropriate for the ages/grade levels served and the menu planning approach used, as specified in 7 CFR 210.10 or 220.8
- 2. Provide one-fourth (breakfast) or one-third (lunch) of the Recommended Dietary Allowances for protein, calcium, iron, vitamin A, and vitamin C appropriate for the ages/grade levels served and the menu planning approach used
- 3. Comply with applicable Dietary Guidelines for Americans which recommend:
- a. Limiting the percentage of calories from saturated fat to less than 10 percent of total calories offered
- b. Limiting the percentage of calories from total fat to 30 percent of total calories offered
- c. Reducing sodium and cholesterol levels
- d. Increasing the level of dietary fiber

(cf. 5030 - Student Wellness)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Nutritional Standards for Free and Reduced-Price Meals Program

Any school that has students who meet federal eligibility criteria for free or reduced-price meals shall: (Education Code 49430.7)

- 1. Ensure that meals meet National School Lunch and/or Breakfast Program nutritional guidelines or the state's menu planning options of SHAPE
- 2. Not sell or serve a food item that the district or school has deep fried, par fried, or flash fried, as defined in Education Code 49430, or that has been deep fried, par fried, or flash fried as part of the manufacturing process in an oil or fat prohibited by Education Code 49430.7
- 3. Not sell or serve a food item containing artificial trans fat, including vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil unless the manufacturer's documentation or label lists the trans fat content as less than 0.5 gram per serving

(cf. 3533 - Free and Reduced Price Meals)

Nutritional Standards for Foods Outside the National School Lunch or Breakfast Program

For food items that are not sold as part of the National School Lunch or Breakfast Program, the following nutritional standards shall apply:

- 1. At each elementary school, an individually sold dairy or whole grain food item may be served to students if it meets all of the following standards: (Education Code 49431)
- a. Not more than 35 percent of its total calories is from fat.
- b. Not more than 10 percent of its total calories is from saturated fat.
- c. Not more than 35 percent of its total weight is composed of sugar, including naturally occurring and added sugar.
- d. Its total calories do not exceed 175 calories.

(cf. 3554 - Other Food Sales)

2. For foods sold to students in middle, junior high, and high schools: (Education Code 49430, 49431.2)

- a. Each entree item shall:
- (1) Not exceed 400 calories
- (2) Contain no more than four grams of fat per 100 calories
- (3) Be categorized as an entree item in the National School Lunch or Breakfast Program
- b. For each snack item that supplements a meal:
- (1) Not more than 35 percent of its total calories shall be from fat, excluding nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruits, vegetables that have not been deep fried, or legumes.
- (2) Not more than 10 percent of its total calories shall be from saturated fat, excluding eggs or cheese packaged for individual sale.
- (3) Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar, excluding fruits or vegetables that have not been deep fried.
- (4) Its total calories shall not exceed 250 calories.
- 3. Beginning July 1, 2009, any food provided to K-12 students during school hours and within one-half hour before and after school shall not contain or have been prepared with artificial trans fat, including vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, unless the manufacturer's documentation or label lists the trans fat content as less than 0.5 grams per serving. (Education Code 49431.7)

Nutritional Standards for Beverages

The only beverages that may be sold to elementary students, regardless of the time of day, are: (Education Code 49431.5)

- 1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener
- 2. Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener
- 3. Drinking water with no added sweetener
- 4. Milk that is 1 percent fat, 2 percent fat, or nonfat; soy milk, rice milk, or other similar nondairy milk

The only beverages that may be sold to middle school or junior high school students from one-half hour before the start of the school day until one-half hour after the end of the school day are: (Education Code 49431.5)

- 1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener
- 2. Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener
- 3. Drinking water with no added sweetener
- 4. Milk that is 1 percent fat, 2 percent fat, or nonfat; soy milk, rice milk, or other similar nondairy milk
- 5. Electrolyte replacement beverages that contain no more than 42 grams of added sweetener per 20 ounce serving

At least 50 percent of the beverages sold to high school students from one-half hour before the start of the school day until one-half hour after the end of the school day shall be those specified in items #1-5 above. Beginning July 1, 2009, all of the beverages sold to high school students from one-half hour before the start of the school day until one-half hour after

the end of the school day shall meet the standards specified in items #1-5 above. (Education Code 49431.5)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a school food safety program for the preparation and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) principles. (42 USC 1758)

The district's HACCP plan shall be in writing and shall address the components specified in Health and Safety Code 114419.1 including, but not limited to, methods for determining control measures needed to prevent hazards at each stage of food production, monitoring of the implementation of the food safety program, establishment of corrective actions to be taken if the proper time or temperature range is not met, training of food service employees and supervisors on food safety issues, recordkeeping, and periodic review of the food safety program.

The Superintendent or designee shall designate at least one staff member to be responsible for verification of the HACCP plan and shall provide the designated staff member with training in HACCP principles and the contents of the plan. Records of the training shall be retained for the duration of employment or a period of not less than two years, whichever is greater. In addition, the Superintendent or designee shall provide applicable HACCP training to food service employees who work in food preparation and shall document the date, trainer, and subject of the training. (Health and Safety Code 114419.2)

(cf. 4231 - Staff Development)

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (42 USC 1758; 7 CFR 210.13, 220.7; Health and Safety Code 113725.1)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Policy 3551: Food Service Operations/Cafeteria Fund

Original Adopted Date: 02/27/2008

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

OPTION 1: The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

OPTION 1 ENDS HERE

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

OPTION 2 ENDS HERE

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Board Policy Manual Galt Joint Union Elementary School District

Status: ADOPTED

Policy 3551: Food Service Operations/Cafeteria Fund

Original Adopted Date: 02/27/2008

The Governing Board intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. To increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to other individuals and organizations who are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/quardians, or student siblings.

The Superintendent or designee shall recommend meal prices for students and nonstudents for approval by the Board. Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

(cf. 3553 - Free and Reduced Price Meals)

Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture commodities.

Program financial reports shall be presented regularly to the Board.

(cf. 3460 - Financial Reports and Accountability)

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services/Providers

With Board approval, the district may enter into a contract for management consulting services related to food service.

(cf. 3600 - Consultants)

With Board approval, the district may enter into a contract with a private company that enables a school to operate a franchise offering fast food items for sale to students. The franchise agreement and food purchases shall be subject to the competitive bidding requirements of the National School Lunch and School Breakfast Programs.

Regulation 3551: Food Service Operations/Cafeteria Fund

Original Adopted Date: 02/27/2008

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

- 1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
- 2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
- 3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
- 4. Posting the policy on the district's web site

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of

the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

Board Policy Manual Galt Joint Union Elementary School District

Status: ADOPTED

Regulation 3551: Food Service Operations/Cafeteria Fund

Original Adopted Date: 02/27/2008

Payments

With the exception of students who are eligible to receive meals at no cost, students or their parents/guardians may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain an account indicating payments received from each student or his/her parents/guardians for the purchase of school meals.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3553 - Free and Reduced Price Meals)

Students and their parents/guardians shall be notified whenever their account has a zero balance.

Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091, 38092)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for Board-authorized expenditures necessary for the operation of school cafeterias as defined in the California School Accounting Manual or appropriately reported to the California Department of Education. (Education Code 38091, 38101)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Any funds derived from the sale of cafeteria food and deposited in a Board-established cafeteria equipment reserve shall be used only for the purchase, lease, maintenance, or replacement of cafeteria equipment. (Education Code 38102)

Policy 3553: Free And Reduced Price Meals

Original Adopted Date: 02/27/2008

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall provide, free of charge, a nutritionally adequate breakfast and lunch for any student who requests a meal. (Education Code 49501.5)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

The Board shall approve, and shall submit to CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

- 1. Disaggregation of academic achievement data
- 2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
- 3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Board Policy Manual Galt Joint Union Elementary School District

Status: ADOPTED

Policy 3553: Free And Reduced Price Meals

Original Adopted Date: 02/27/2008

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer School)

(cf. 6300 - Preschool/Early Childhood Education)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meal program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential except as provided by law. (Education Code 49558)

The Board authorizes designated employees to use individual records pertaining to student eligibility for any free and reduced-price meal program for the purposes of: (Education Code 49558)

- 1. Disaggregation of academic achievement data
- 2. In any school identified for program improvement under Title I of the No Child Left Behind Act, identification of students eligible for school choice and supplemental educational services

(cf. 0520.2 -Title I Program Improvement Schools)

(cf. 5125 - Student Records)

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6171 - Title I Programs)

The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information as provided by Education Code 49557.2.

(cf. 5141.6 - Student Health and Social Services)

Regulation 3553: Free And Reduced Price Meals

Original Adopted Date: 02/27/2008

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

- 1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
- 2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
- 3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

- 1. The change and the reasons for the change
- 2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
- 3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Curriculum Director
School Principals
Food Services Supervisor

(title or position)

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

- 1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
- 2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
- 3. All other confidentiality provisions required by law are met.
- 4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

- 1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
- 2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
- 3. The students shall not be required to work for their meals.
- 4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time.

Board Policy Manual Galt Joint Union Elementary School District

Status: ADOPTED

Regulation 3553: Free And Reduced Price Meals

Original Adopted Date: 02/27/2008

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557)

- 1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
- 2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
- 3. The students shall not be required to work for their meals or for milk.
- 4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

Applications

An application form for free or reduced-price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures, and appeal procedures. This form and information shall also be provided whenever a new student is enrolled. (Education Code 48980, 49520; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

Applications for the free and reduced-price meal program shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557; 7 CFR 245.5)

- 1. Applications may be submitted at any time during the school day.
- 2. Students participating in the National School Lunch and/or School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

The application packet also shall contain:

- 1. A notification that, if a student qualifies for free or reduced-price meals, then he/she may qualify for free or reduced-cost health insurance coverage
- 2. A request for the parent/guardian's consent for the student, if eligible for free school lunches, to participate in the Medi-Cal program and to have the information on the school lunch application shared with the local agency that determines eligibility under the Medi-Cal program
- 3. A notification that the district will not forward the application to the agency that determines Medi-Cal eligibility without the parent/guardian's consent
- 4. A notification that the application is confidential and will not be shared with any other governmental agency for any purpose other than the administration of the Medi-Cal program
- 5. A notification that the application information will be used only by the state and local agencies that administer the Medi-Cal program and will not be shared with other government agencies, including the federal Department of Homeland Security and the Social Security Administration, except as necessary to verify information provided by the parent/guardian
- 6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements

(cf. 5141.6 - Student Health and Social Services)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

When authorized by law, participants in other federal or state programs may be directly certified for enrollment in the free and reduced-price meal program. (Education Code 49561)

Confidentiality/Release of Records

The Superintendent designates the following district employees to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

Director of Curriculum, School Site Principals

School Site Vice Principals

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meal program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

- 3. All other confidentiality provisions required by law shall be met.
- 4. Information collected regarding individual students certified to participate in the free and reduced-price meal program shall be destroyed when no longer needed for its intended purpose.

Board Policies, Administrative Regulations, Bylaws, and Exhibits First Reading: September 21, 2022

CURRICULUM DIRECTOR

9. Board Policy 4112.2 - Certification

Policy updated in March 2020 to clarify the hiring hierarchy if the district is unable to hire a person who possesses a clear or preliminary credential, including one who is approved for a limited assignment option. The policy reflects the Commission on Teacher Credentialing (CTC) Coded Correspondence stating that, if the district needs to hire a person who has been granted a credential waiver by CTC, that person must qualify for a "variable term waiver." The policy also expands the section on "National Board for Professional Teaching Standards Certification" to add examples of incentives that may encourage teacher participation.

Administrative Regulation 4112.2 - Certification

Regulation updated to expand the section on "Basic Skills Proficiency" to include a list of the ways a person may demonstrate basic skills proficiency, and reflect NEW LAW (AB 130, 2021) which exempts a person from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework and, in conjunction with NEW LAW (AB 167, 2021), exempts a person from the basic skills proficiency test requirement if it is determined that a person has demonstrated proficiency through a combination of coursework, passage of a component(s) of the basic skills proficiency test, and other specified exams. The section was also updated to reflect NEW LAW (AB 320, 2021) which impacts what is "qualifying coursework" by defining a "regionally accredited institution" to include an institution of higher education that held pre-accreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning pre-accreditation status, in addition to an institution of higher education that has already been designated as regionally accredited at the time the degree of an applicant for a credential was conferred. Additionally, the regulation is updated to provide more detail for when an out-of-state prepared teacher is not required to meet the basic skills requirement within one year of being issued a California preliminary credential by the California Commission on Teacher Credentialing.

Status: DRAFT

Policy 4112.2: Certification

Original Adopted Date: 02/27/2008

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

- 1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential
- 2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who has been granted a credential waiver by the CTC

Prior to requesting that the CTC issue an emergency permit or a limited assignment permit, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

- 1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification
- 2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students
- 3. Providing substitute teachers to provide release time for participating teachers
- 4. Providing stipends for teacher participation that match other professional development stipends
- 5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

- 1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
- 2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
- 3. Is teaching in the field of discipline of the teacher's certification

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Status: ADOPTED

Policy 4112.2: Certification

Original Adopted Date: 02/27/2008

The Superintendent or designee shall ensure that persons employed in positions requiring certification qualifications possess the appropriate credential or permit from the Commission on Teacher Credentialing (CTC) authorizing their employment in such positions.

(cf. 4111 - Recruitment and Selection)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 4113 - Assignment)

(cf. 4116 - Probationary/Permanent Status)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4131.1 - Beginning Teacher Support/Induction)

(cf. 5148 - Child Care and Development)

When a fully credentialed teacher is not available, the district may employ a person with a short-term staff permit or provisional internship permit under the conditions and limitations provided in state and federal law.

As necessary, all teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act. (20 USC 6319, 7801; 5 CCR 6100-6125)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

National Board for Professional Teaching Standards Certification

The Governing Board encourages district teachers to voluntarily seek additional certification from the National Board for Professional Teaching Standards which demonstrates advanced knowledge and teaching skills.

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. The Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program contingent upon funding.

Status: DRAFT

Regulation 4112.2: Certification

Original Adopted Date: 02/27/2008

Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

The Superintendent or designee shall verify that any person who is employed by the district while CTC is processing the application for certification possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

Basic Skills Proficiency

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

- 1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)
- 2. Passage of the California Subject Examinations for Teachers plus Writing Skills Examination
- 3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)
- 4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)
- 5. Achieving a qualifying score on College Board Advanced Placement Examinations
- 6. Passage of a basic skills examination from another state
- 7. Qualifying coursework (Education Code 44252)
- 8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if the employee has not yet been afforded the opportunity to take the test, provided that the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by CTC unless the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

- 1. Enrollment adjustments requiring the addition of another teacher
- 2. Inability of the teacher of record to finish the school year due to approved leave or illness
- 3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved internship program
- 4. Inability of the applicant to enroll in an approved internship program due to timelines or lack of space in the program
- 5. Unavailability of a third-year extension of an internship program or the applicant's withdrawal from an internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to CTC: (5 CCR 80021)

- 1. Verification that the district has conducted a local recruitment for the permit being requested
- 2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit
- 3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

Before requesting that CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

- 1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.
- 2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience.

- 3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
- 4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
- 5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at an open Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to CTC that it will provide the interim teacher: (5 CCR 80022)

- 1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
- 2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
- 3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022 and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

As necessary, the Superintendent or designee may request that CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit (CLAD), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

- 1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of basic skills the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year or as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
- 2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
- 3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
- 4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Status: ADOPTED

Regulation 4112.2: Certification

Original Adopted Date: 02/27/2008

Registration

Each person employed by the district for a position requiring certification qualifications shall, within 60 days after beginning employment, register with the county office of education a valid credential authorizing the person to work in that position. Certificated employees also shall register renewed credentials within 60 days after the renewal. (Education Code 44330, 44857)

Basic Skills Proficiency Test

Prior to being hired by the Governing Board, all certificated persons, whether hired on a permanent, temporary, or substitute basis, shall pass a basic skills proficiency test in reading, writing, and mathematics, unless specifically exempted from this requirement by law or by fulfilling an alternative indicator of basic proficiency authorized by law. (Education Code 44252, 44252.6, 44830)

Certificated persons who have not held a position requiring certification within 39 months of employment and who have not taken the state basic skills proficiency test may be hired as temporary employees, provided they pass a basic skills proficiency test developed and administered by the district. Such employees shall subsequently take the state test within one year of employment. (Education Code 44830)

(cf. 4121 - Temporary/Substitute Personnel)

Persons holding a designated subjects/special subjects credential or vocational designated subject credential shall not be required to take the state basic skills proficiency test unless their specific credential requires the possession of a baccalaureate degree. Instead, these persons shall be assessed with district proficiency criteria established by the Board for these credentials, which shall be at least equivalent to the district test required for graduation from high school. (Education Code 44252, 44830)

Out-of-State/Country Credentials

The district may employ an out-of-state applicant who has met the requirements for a preliminary or professional clear credential from the Commission on Teacher Credentialing (CTC) pursuant to Education Code 44252, 44274.2, and 44275.4.

(cf. 4112.5/4312.5 - Criminal Record Check)

(cf. 4131.1 - Beginning Teacher Support/Induction)

Short-Term and Provisional Internship Permits

Whenever there is a need to fill a classroom immediately based on an unforeseen need, the district may request that the CTC issue a short-term staff permit to an applicant who meets the qualifications specified in 5 CCR 80021. In such cases, the district shall: (5 CCR 80021)

1. Verify that it has conducted a local recruitment for the short-term staff permit being requested

(cf. 4111 - Recruitment and Selection)

2. Verify that it has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques, and has assigned a mentor teacher for the term of the permit

(cf. 4131 - Staff Development)

(cf. 4138 - Mentor Teachers)

3. Submit written justification for the permit signed by the Superintendent or designee

The district may request that the CTC issue a provisional internship permit to an applicant who meets the qualifications specified in 5 CCR 80021.1 whenever a suitable credentialed teacher cannot be found after a diligent search. The district shall verify that: (5 CCR 80021.1)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

(cf. 4112.21 - Interns)

The search shall include, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media.

2. Orientation, guidance, and assistance will be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the teacher is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The Superintendent or designee shall assign an experienced educator to guide and assist each permit holder. (5 CCR 80026.5)

- 3. The district will assist the permit holder in developing a personalized plan through a district-defined assessment that would lead to subject-matter competence related to the permit.
- 4. The district will assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and will assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
- 5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a public Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a provisional internship permit. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an internship program.

Holders of either of the above permits shall be authorized to provide the same service as a holder of a teaching credential. (5 CCR 80021, 80021.1)

Emergency Substitute Teaching Permits

The district may employ, at any grade level, a person with an emergency substitute permit issued by the CTC with the following restrictions:

- 1. A person with a 30-day emergency substitute permit shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025)
- 2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
- 3. A person with an emergency substitute permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
- 4. A person authorized for day-to-day substitute teaching shall not serve as a special education substitute for more than 20 days for any one teacher during the school year. (5 CCR 80025.4)
- 5. A person with an emergency substitute permit for vocational education shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing any person pursuant to 5 CCR 80025 or 80025.5, the Superintendent or designee shall prepare and keep on file a signed statement of need. The statement of need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Board Policies, Administrative Regulations, Bylaws, and Exhibits

First Reading: September 21, 2022

SUPERINTENDENT

10. Administrative Regulation 3517 - Facilities Inspection

Regulation updated to reflect NEW LAW (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location.

- Delete Board Policy 3517 - Facilities Inspection

NEW – Exhibit (1) 3517 - Facilities Inspection

The new exhibit presents a sample of the required notification to be posted in a prominent and conspicuous location in each restroom where free menstrual products are required to be stocked, pursuant to NEW LAW (AB 367, 2021).

11. Board Policy 4144 - Complaints

Policy (BP) update to align with 1312.1 Complaints Concerning District Employees CSBA updated BP 4144 on 12/1/17.

Administrative Regulation 4144 Complaints

Regulation (AR) update to align with 1312.1 Complaints Concerning District Employees CSBA updated AR 4144 on 12/1/17.

12. Board Bylaw 9270 Conflict Of Interest

Policy update to align with Conflict of Interest Code. GJUESD adopted it on 2/27/08 and CSBA updated 5/1/16.

Exhibit 9270 Conflict Of Interest

GJUESD does not have an exhibit. CSBA updated 5/1/16.

13. Board Policy 6163.2 Animals At School

Policy update to address non-service animals at school. GJUESD adopted 2/27/08, CSBA updated 3/1/11.

Administrative Regulation 6163.2 Animals At School

Regulation update to address non-service animals at school. GJUESD adopted 2/27/08, CSBA updated 3/1/11.

Status: DRAFT

Regulation 3517: Facilities Inspection

Original Adopted Date: Pending

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

- 1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
- 2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
- 3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
- 4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
- 5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
- 6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
- 7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
- 8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
- 9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
- 10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
- 11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.
- 12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks.

 Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
- 13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, any school serving any of grades 6-12 shall, at all times, stock and make available and accessible

free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location a notice regarding this requirement that includes an email address and telephone number for a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6)

- 14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
- 15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
- 16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
- 17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
- 18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the district's facility inspections and updates of any visits to district schools by the County Superintendent of Schools to review school facilities.

Status: ADOPTED

Policy 3517: Facilities Inspection

Original Adopted Date: 02/27/2008

The Governing Board recognizes that the condition of school facilities may have an impact on safety, student learning and achievement, and employee morale, and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

- (cf. 0510 School Accountability Report Card)
- (cf. 1312.4 Williams Uniform Complaint Procedures)
- (cf. 3111 Deferred Maintenance Funds)

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that district schools are maintained in good repair in accordance with law. At a minimum, the inspection program shall determine facility conditions specified on the inspection and evaluation instrument, including any evidence of:

- 1. Gas leaks
- 2. Problems with mechanical systems, including heating, ventilation, or air conditioning systems
- 3. Broken windows or doors
- 4. Broken gates or fences that could pose a safety hazard
- 5. Unsafe or unclean interior surfaces, such as walls, floors, or ceilings
- 6. Improperly stored hazardous or flammable materials that may pose an immediate threat to students or staff
- 7. Damaged or nonfunctioning structural elements, such as posts, beams, or supports
- 8. Nonfunctioning fire sprinklers and emergency equipment, such as alarms or fire extinguishers
- 9. Improperly secured or nonfunctioning electrical systems, components, or equipment
- 10. Inadequate or nonfunctioning lighting
- 11. Major pest or vermin infestation
- 12. Inaccessible or nonfunctioning drinking fountains
- 13. Inaccessible, unclean, nonfunctioning, or inadequately supplied restrooms during school hours
- 14. Backed-up, clogged, odorous, or flooded sewage system
- 15. Nonfunctioning or damaged roofs, gutters, drains, or downspouts
- 16. Drainage problems on school grounds, including water damage to playgrounds or parking lots
- 17. Nonfunctioning or hazardous playground equipment or exterior fixtures
- 18. Nonfunctioning or hazardous fields, walkways, or parking lot surfaces
- 19. Unclean school grounds, including accumulated refuse or unabated graffiti

The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Exhibit 3517-E(1): Facilities Inspection Status: ADOPTED

Original Adopted Date: 06/01/2022 | Last Reviewed Date: 06/01/2022

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

- a. On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.
- b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.
- c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.
- d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.
- e. This section shall become operative on July 1, 2022.

The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:

Chief Business Official Business@galt.k12.ca.us 209-744-4545 ext. 345

Board Policy Manual Galt Joint Union Elementary School District

Status: DRAFT

Policy 4144: Complaints

Original Adopted Date: 02/27/2008

The Governing Board recognizes the need to establish a process to allow employees and job applicants to have their concerns heard in an expeditious and unbiased manner. The Board expects that employees will make every effort to resolve complaints and disagreements informally before filing a formal complaint.

The Board prohibits retaliation against complainants. The Superintendent or designee may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint.

All matters related to a complaint shall be kept confidential and any document, communication, or record regarding the complaint shall be placed in a separate file and shall not be placed in an employee's personnel file.

Board Policy Manual Galt Joint Union Elementary School District

Policy 4144: Complaints Status: ADOPTED

Original Adopted Date: 02/27/2008

The Governing Board recognizes the need for providing employees with a complaint process.

The Board expects that employees and supervisors will make every effort to resolve employee complaints and disagreements informally before resorting to formal complaint procedures.

The Superintendent or designee shall establish complaint procedures which allow employees to appeal to the Board.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

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

(cf. 4141/4241 - Collective Bargaining Agreement)

Status: DRAFT

Regulation 4144: Complaints

Original Adopted Date: 02/27/2008

The procedure specified in this administrative regulation shall be used to investigate and resolve any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

Any of the time limits specified in the following procedure may be extended by written agreement between the district and complainant.

Step 1: Informal Complaint Process

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

Step 2: Site Level Formal Complaint Process

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered resolved on the basis of the preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 3: District Level Appeal

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties.

The Board's decision shall be final.

Alternate Procedures

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure in BP/AR 4030 - Nondiscrimination in Employment.

Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, or an urgent or emergency facility condition shall be resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

Status: ADOPTED

Regulation 4144: Complaints

Original Adopted Date: 02/27/2008

The following guidelines shall prescribe the manner in which complaints are handled:

1. A "complaint" shall be defined as an alleged misapplication of the district's policies, regulations, rules or procedures. Procedures for the resolution of employee complaints provide a route of appeal through administrative channels and to the Governing Board, if necessary. If the complaint is related to discrimination, the district's procedure for complaints concerning discrimination should be used.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

- 2. If a complaint involves sexual harassment, the initial complaint should be made directly to the offending employee's immediate supervisor. An employee is not required to resolve sexual harassment complaints with the offending person.
- 3. So as not to interfere with school schedules, meetings related to a complaint shall be held before or after the complainant's regular working hours.
- 4. All matters related to a complaint shall be kept confidential. Only those individuals directly involved in resolving the complaint shall be informed of the complaint.
- 5. All documents, communications and records dealing with the complaint shall be placed in a district complaint file. No such material shall be placed in an employee's personnel file.
- 6. No reprisals shall be taken against any participant in a complaint procedure by reason of such participation.
- 7. Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement of the parties involved. If specified or adjusted time limits expire, the complaint may proceed to the next step.
- 8. Any complaint not taken to the next step within prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.

Informal Complaints

Employees are encouraged to resolve complaints informally. Formal complaint procedures shall not be initiated unless informal efforts to resolve the complaint have been exhausted and the complainant has provided a written description of such efforts.

Formal Complaint Procedure - Step 1

If a complaint has not been satisfactorily resolved by informal procedures, the complainant may file a written complaint with the immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint.

Within five working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint.

The immediate supervisor or principal shall present all concerned parties with a written answer to the complaint within 10 working days after the meeting.

Formal Complaint Procedure - Step 2

If a complaint has not been satisfactorily resolved at Step 1, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the answer at Step 1. All information presented at Step 1 shall be included with the complaint, and the immediate supervisor or principal shall submit to the Superintendent or designee a report describing attempts to resolve the complaint at Step 1.

Within five working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint.

The Superintendent or designee shall present all concerned parties with a written answer to the complaint within 10 working days after the meeting.

Formal Complaint Procedure - Step 3

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file a written appeal to the Board within five working days of receiving the answer at Step 2. All information presented at Steps 1 and 2 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a report describing attempts to resolve the complaint at Step 2.

An appeal hearing shall be held at the next regularly scheduled Board meeting which falls at least 12 days after the appeal is filed. This hearing shall be held in closed session if the complaint relates to matters properly addressed in closed session.

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall make its decision within 30 days of the hearing and shall mail its decision to all concerned parties. The Board's decision shall be final.

Status: DRAFT

Bylaw 9270: Conflict Of Interest

Original Adopted Date: 02/27/2008

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of

affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

- 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
- 2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.
 - However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.
- 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
 - If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.
- 4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

- 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
- 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

- 1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
- 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Status: ADOPTED

Bylaw 9270: Conflict Of Interest

Original Adopted Date: 02/27/2008

Incompatible Activities

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)

Conflict of Interest Code

The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in evennumbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

- 1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
- 2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
- 3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
- 4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment
- 5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
- 6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes,

supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records

- 7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
- 8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

- 1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)
- 2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)
- 3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

(cf. 3430 - Investing)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

- 1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
- 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

APPENDIX

DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Governing Board Members

Superintendent of Schools

1. Persons occupying the following positions are designated employees in Category 1:

Assistant/Associate Superintendent

Purchasing Agent

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
- (1) Are engaged in the acquisition or disposal of real property within the district
- (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or

- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district
- 2. Persons occupying the following positions are designated employees in Category 2:

Director

Principal

Assistant Principal

Maintenance and Operations Director

Program Coordinator

Project Specialist

Supervisor

Dean of Students

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
- 3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Board Policy Manual Galt Joint Union Elementary School District

Status: DRAFT

Exhibit (PDF) 9270-E PDF(1): Conflict Of Interest

Original Adopted Date: Pending

See PDF on the next page.

Conflict of Interest Code of the Galt Joint Union Elementary School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, and Board Bylaw 9270, are incorporated by reference and shall constitute the District's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Designated Positions and Disclosure Requirements

1. Persons occupying the following positions are designated employees in Category 1:

Member of the Board of Education, Area 1

Member of the Board of Education, Area 2

Member of the Board of Education, Area 3

Member of the Board of Education, Area 4

Member of the Board of Education, Area 5

Superintendent

Assistant/Associate Superintendent

Chief Business Official

Director: Curriculum

Director: Educational Services

Designated persons in the category 1 must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
- b. Investments or business positions in or income from sources that are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. Persons occupying the following positions are designated employees in Category 2:

Principal: Robert L. McCaffrey Middle School

Principal: Fairsite Elementary and School Readiness Center

Principal: Lake Canyon Elementary School

Principal: Marengo Ranch Elementary School

Principal: River Oaks Elementary School

Principal: Valley Oaks Elementary School

Principal: Vernon E. Greer Elementary School

Assistant Principal: Robert L. McCaffrey Middle School

Assistant Principal: Fairsite Elementary and School Readiness Center

Assistant Principal: Lake Canyon Elementary School

Assistant Principal: Marengo Ranch Elementary School

Assistant Principal: River Oaks Elementary School

Assistant Principal: Valley Oaks Elementary School

Assistant Principal: Vernon E. Greer Elementary School

Coordinator: Technology

Coordinator: Expanded Learning

Coordinator: Service Learning

Coordinator: Prevention & Intervention

Coordinator: Instructional Technology Integration

Supervisor: Fiscal Services

Supervisor: Food Services

Supervisor: Maintenance

Supervisor: Transportation

Consultants *

Designated persons in the category 2 must report:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
- b. Investments or business positions in or income from sources that manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

* Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a caseby-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

- 1. Approve a rate, rule, or regulation
- 2. Adopt or enforce a law
- 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
- 4. Authorize the district to enter into, modify, or renew a contract that requires district approval

- 5. Grant district approval to a contract that requires district approval and in which the
- 6. district is a party, or to the specifications for such a contract
- 7. Grant district approval to a plan, design, report, study, or similar item
- 8. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participate in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Board Policy Manual Galt Joint Union Elementary School District

Status: DRAFT

Policy 6163.2: Animals At School

Original Adopted Date: 02/27/2008

The Governing Board recognizes that animals can contribute to the district's instructional program by being effective teaching aids to students and by assisting individuals with disabilities to access district programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

The Superintendent or designee shall develop rules and procedures to ensure that when animals are brought to school, the health, safety, and welfare of students, staff, and the animals are protected. However, the district assumes no liability for the safety of animals allowed on district property.

Board Policy Manual Galt Joint Union Elementary School District

Status: ADOPTED

Policy 6163.2: Animals At School

Original Adopted Date: 02/27/2008

The Governing Board recognizes that animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

Animals may be brought to school for educational purposes, subject to rules and precautions specified in administrative regulations related to health, safety and sanitation. Teachers shall ensure that these rules and precautions are observed so as to protect both the students and animals.

Seeing-eye dogs and service dogs may accompany students and staff at school as needed.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district assumes no liability for the safety of animals voluntarily brought to school.

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

Status: DRAFT

Regulation 6163.2: Animals At School

Original Adopted Date: 02/27/2008

Use of Animals for Instructional Purposes

Before any student or employee brings an animal to school for an instructional purpose, he/she shall receive written permission from the principal or designee. The principal or designee shall give such permission only after he/she has provided written notification to all parents/guardians of students in the affected class, asking them to verify whether their child has any known allergies, asthma, or other health condition that may be aggravated by the animal's presence. When a parent/guardian has provided notification that his/her child has an allergy, asthma, or other health condition that may be aggravated by the animal, the principal shall take appropriate measures to protect the student from exposure to the animal.

All animals brought to school must be in good physical condition and must be appropriately immunized. The teacher shall ensure that the species of animal is appropriate for the instructional purpose and age and maturity of the students.

All animals brought to school shall be adequately fed, effectively controlled, humanely treated, and properly housed in cages or containers suitable for the species. The teacher shall ensure that cages and containers are cleaned regularly and that waste materials are removed and disposed of in an appropriate manner.

The teacher shall ensure that students receive instructions regarding the proper handling of and personal hygiene around animals.

Except for service animals, as defined below, all animals are prohibited on school transportation services. (Education Code 39839; 13 CCR 1216)

Use of Service Animals by Individuals with Disabilities

For an individual with a disability, service animal means any dog that is individually trained to do work or perform tasks related to the individual's disability and for his/her benefit. For example, for an individual who is blind or has low vision, a service animal would mean a dog that helps him/her with vision, navigation, and other tasks; for an individual who is deaf or hard of hearing, a service animal would mean a dog that alerts him/her to the presence of people or sounds; and for an individual with psychiatric or neurological disabilities, a service animal would mean a dog that assists him/her by preventing or interrupting impulsive or destructive behaviors. (28 CFR 35.104)

Individuals with disabilities may be accompanied on school premises and on school transportation by service animals, including specially trained guide dogs, signal dogs, or service dogs. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

The Superintendent or designee may permit the use of a miniature horse as a service animal when the horse has been individually trained to do work or perform tasks for the benefit of an individual with a disability, provided that: (28 CFR 35.136)

- 1. The district's facility can accommodate the type, size, and weight of the horse.
- 2. The individual has sufficient control of the horse.
- 3. The horse is housebroken.
- 4. The horse's presence in the specific facility does not compromise legitimate safety requirements of the facility.

The Superintendent or designee may ask any individual with a disability to remove his/her service animal from school premises or transportation if the animal is out of control and the individual does not take effective action to control it or the animal is not housebroken. When an individual's service animal is excluded, he/she shall be given an

opportunity to participate in the service, program, or activity without having the service animal present. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

Status: ADOPTED

Regulation 6163.2: Animals At School

Original Adopted Date: 02/27/2008

All animals brought to school must be:

- 1. In good physical condition
- 2. Vaccinated against transmittable diseases
- 3. In clean, safe and suitable cages or containers or otherwise appropriately controlled

Students bringing animals to school must first obtain the consent of the teacher and the parent/guardian.

Animals shall not be brought to school on school buses without express permission of the principal or designee. Such permission shall not be required for seeing-eye dogs or service dogs needed by students.

(cf. 5131.1 - Bus Conduct)

Students shall not bring poisonous or wild animals to school. If wildlife specimens are used in a biology class, protective gloves and a face shield shall be worn by anyone handling these specimens and the animals' saliva and neurological tissue shall be treated as infectious.

(cf. 5141.22 - Infectious Diseases)

Animals brought to school by students shall generally be taken home the same day they are brought to school.

With the consent of the principal or designee, animals may remain at school longer under the following conditions:

- 1. The animal shall remain in the classroom only for the number of days needed to achieve the educational goal.
- 2. The teacher shall provide a plan for the proper care, sanitation, feeding and handling of the animal.
- 3. The teacher shall be responsible for the animal's care in the event of any school closure and may allow students to take class pets home over weekends.
- 4. The teacher shall be familiar with any potential dangers caused by the animal and shall give special consideration to any students who have allergies to certain animals.