

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting Agenda**

Tuesday, May 7, 2024 at 6:00 PM

District Educational Center

1301 E. Orangethorpe Ave.

Placentia, CA 92870

Teleconference Notice

Trustee Todd Frazier will participate in this meeting and vote via teleconferencing as a member of the Placentia-Yorba Linda Unified School District Board of Education per Government Code Section 54953(b).

Teleconference Site

Todd Frazier
The Palms
Unit 701 Calle Pochete
Jaco, Costa Rica

Closed Session - 5:00 PM

Open Session - 6:00 PM

Meetings are open to the public for individuals who wish to attend in person or participate in public comment. Seating will be available on a first-come, first-served basis. Standing room will not be available. Seats may not be reserved or held if an individual leaves the Board Room.

Pursuant to Government Code 54953.5, regularly scheduled Board Meetings are recorded and available for live public viewing on the district's website. A recording may capture images and sounds of those in attendance. View the live stream at www.pylusd.org/liveboardmeetings You may also go to www.pylusd.org > Board > Live Stream Feed.

All documents related to the open session agenda provided to all or a majority of the members of the Board of Education are available for public inspection 72 hours before the regularly scheduled Board meeting by contacting the Superintendent's Office at the above-referenced address.

Page

1. CALL TO ORDER

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District, called by Leandra Blades, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., is to be held at 5:00 p.m., Tuesday, May 7, 2024, at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. ADJOURN TO CLOSED SESSION

An opportunity for public comment is provided at this time. Comments at this time are limited to items on the closed session agenda only.

3. CLOSED SESSION

Adjourn to Closed Session for the purpose of discussing:

3.1 Public Employee Discipline/Dismissal/Suspension/

Release/Leave/Assignment/Nonreelection/Nonreappointment/ Resignation/Reinstatement Pursuant to Government Code §54957

- Custodian

3.2 Personnel Matters Public Employee Appointments/ Employment Pursuant to Government Code §54957

- Director II
- Occupational Therapist
- Principals
- Assistant Principals

3.3 Claim(s)

- Special Education Settlement Agreement for Student Identification No. 1565 for \$75,000
- General Liability Claim No. 637062

4. REGULAR SESSION

Reconvene to Regular Session at _____ p.m.

5. REPORT OF BOARD ACTION TAKEN IN CLOSED SESSION

6. PLEDGE OF ALLEGIANCE TO THE FLAG

7. INSPIRATIONAL MESSAGE

8. ROLL CALL

9. APPROVAL OF AGENDA

Approve the May 7, 2024 Board of Education agenda as presented.

10. PUBLIC COMMENT ANNOUNCEMENT

Those audience members wishing to address the Board during the Public Comment segment of the agenda are reminded to fill out a public comment form available in the foyer and turn it in prior to the Board holding Public Comment. The Board's bylaws do not allow forms to be submitted once the presiding officer has called for Public Comment.

Public comment speakers are expected to abide by Board Policy 1312, Civility Policy, which promotes mutual respect, civility, and orderly conduct among district employees, parents, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free environment. Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff; willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on school district property, will be directed to leave school

or school district property promptly.

Education Code 220 prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status.


Public speakers shall be allocated a maximum of three (3) minutes to address the board regarding any item or items. The number of minutes allowed for each speaker shall be determined by the number of speakers who submit their names prior to the beginning of public comment. When translation is requested, up to three additional minutes will be provided for English translation.

- 1-10 speakers: 3 minutes each
- 11-15 speakers: 2 minutes each
- 16-30 speakers: 1.5 minutes each
- 31+ speakers: 1 minute each

Persons with a disability who require a disability-related modification or accommodation, including auxiliary aids, in order to participate in a meeting, and persons who need translation assistance or services, may request such modification, accommodation, or services from the Placentia-Yorba Linda Unified School District Office at [\(714\) 985-8400](tel:(714)985-8400) or by fax at [\(714\) 993-4875](tel:(714)993-4875). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements.

11. APPROVAL OF MINUTES

Students and parents/guardians can request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The request must be made in writing to the secretary or clerk of the Board.

Approve the minutes of the Regular Meeting of April 16, 2024 as presented. [Regular Meeting - Apr 16 2024 - Minutes - Html](#) 

19 - 35

12. RECOGNITIONS

- AVID Middle School Standouts

13. SUPERINTENDENT'S REPORT

An opportunity for the Superintendent to share matters of special interest or importance that are not on the Board agenda and/or special presentations of district programs or activities.

14. PUBLIC COMMENT

An opportunity for the public to provide input to the Board of Education.

15. CONSENT CALENDAR



Actions proposed for Consent Calendar (block vote) items are consistent with approved practices of the district and are deemed routine in nature. Since

trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the block vote items.











Consent Calendar items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the Consent Calendar. The purchase order master list, warrant registers, and contracts considered at this meeting are available to the Board under separate cover.

Approve the following listed recommendations.

16. CONSENT CALENDAR - SUPERINTENDENT

- 16.1 Approve renewal agreement with Granicus, LLC, for board meeting livestreaming. 36 - 42
- [Streaming Services Board Memo 5-7-2024.docx](#)  [CA Placentia-Yorba Linda Unified School District Q-339406 2024MAR28.pdf](#) 



17. CONSENT CALENDAR - BUSINESS SERVICES









- 17.1 Approve/ratify purchase orders in the following amounts: 43 - 73
(2023/24) - General Fund (0101), \$3,507,377.98; Child Development Fund (1212), \$257,527.88; Cafeteria Fund (1313), \$14,318.11; Deferred Maintenance (1414), \$950.00; Capital Facilities Fund (2525), \$1,539,463.15; Capital Facilities (2545), \$147,598.59.
- [PO Totals 3-3-24 to 4-27-24 Detail.docx](#)  [PO LISTING 3-3-24 to 4-6-24.pdf](#)  [PO Listing 4-7-24 to 4-13-24.pdf](#)  [PO Listing 4-14-24 to 4-20-24.pdf](#)  [PO LISTING 4-21-24 to 4-27-24.pdf](#) 
- 17.2 Approve warrant listings in the following amounts: Check #262934 through 263631; current year expenditures (April 7, 2024 through April 27, 2024) \$8,702,175.81; and payroll registers 9B, \$6,215,708.75. 74 - 133
- [Warrant Totals 4-7-24 to 4-27-24 Detail.docx](#)  [Warrant Listing 4-7-24 to 4-13-24.pdf](#)  [Warrant Listing 4-14-24 to 4-20-24.pdf](#)  [Warrant Listing 4-21-24 to 4-27-24.pdf](#) 
- 17.3 Accept as complete the project(s) listed and authorize filing Notice(s) of Completion. 134
- [Notices of Completion.docx](#) 
- 17.4 Adopt Resolution No. 23-30 for the establishment of the tax schedule for CFD No. 1 for the 2024-25 fiscal year. 135 - 146
- [Res. #23-30 - CFD No. 1 Levying of Special Taxes Detail.docx](#)






- 17.5 Approve the inspection services agreement for geotechnical materials and testing services for the El Dorado High School Field Lights Project with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective May 8, 2024 through December 31, 2024. 147 - 152
[Geotechnical Materials Inspections Detail.docx](#) [Ninyo & Moore - EDHS Lights.pdf](#)
- 17.6 Approve contract renewal per Bid No. 221-05 for fiber fall and mulch installation services to RWP Transfer, Inc., dba Recycled Wood Products, effective July 1, 2024 through June 30, 2025. 153
[Bid #221-05, Fiber Fall & Mulch Detail.docx](#)
- 17.7 Approve contract renewal per RFP No. 2021-02 for facility equipment services to Control Air Enterprises, LLC and F.M. Thomas Air Conditioning, Inc., effective July 1, 2024 through June 30, 2025. 154
[RFP #2021-02, Facility Equip. Detail.docx](#)
- 17.8 Approve contract renewal per RFP No. 2021-03 for emergency restoration services to CRT Restoration Inc., dba ServPro of Downey, Montebello, Compton, and Vernon, effective July 1, 2024 through June 30, 2025. 155
[RFP #2021-03, Emergency Restoration Detail.docx](#)
- 17.9 Approve contract renewal of Unit Bid No. 220-07 for NFPA 72 fire alarm testing and inspection services and a unit bid for low voltage services to Time and Alarm Systems, effective July 1, 2024 through June 30, 2025. 156
[Bid #220-07, Low Voltage & Fire Alarm Detail.docx](#)
- 17.1 Approve contract renewal per Unit Bid No. 221-06 for landscaping and irrigation services to Johnson Landscapes, effective July 1, 2024 through June 30, 2025. 157
[Unit Bid #221-06, Landscaping Detail.docx](#)
- 17.1 Approve the architectural services agreement for architectural design services for the bus charging stations at the District Education Center with Studio Plus 158 - 160

Architecture Corp., effective May 8, 2024 through December 31, 2025, Project No. 159063.











[Bus Charging Stations Detail.docx](#)  [Studio Plus - Bus Charging Installation.pdf](#) 

- | | | |
|--|---|-----------|
| 17.1
2 | Authorize use of (DGS) Contract No. 4-06-78-0031A for the purchase and warranty, removal, disposal, installation, maintenance, and repair of synthetic turf, athletic track surfaces, tennis courts, sport flooring, and playground surfaces with FieldTurf USA, Inc. for the Universal Sports Institute. | 161 - 164 |
| DGS Contract, FieldTurf Detail.docx  FieldTurf Proposal - USI.pdf  | | |
| 17.1
3 | Approve an increase to the authorized amount for roofing services with Best Contracting Services, Inc. per Unit Bid No. 219-11. | 165 |
| Unit Bid 219-11, Roofing Increase Detail.docx  | | |
| 17.1
4 | Approve an Independent Contract Agreement to provide Risk Management consultation and facilitator services with Monjaras & Wismeyer Group, Inc., effective May 8, 2024 through June 30, 2025. | 166 - 168 |
| Risk Mgmt. Consultation & Facilitator ICA Detail.docx  Monjaras & Wismeyer ICA WC 2024-25.pdf  | | |
| 17.1
5 | Adopt Resolution No. 23-26 authorizing the following personnel to sign various legal and payroll documents for the District: Alex Cherniss, Gary Stine, Issaic Gates, Olivia Yaung, Richard McAlindin, Phuong Tran, Cristina Michel, Rafael Figueroa, Suzanne Morales, Dana Griffiths, Renee Gray, and Don Rosales. | 169 - 170 |
| Res. #23-26, Signature Authority Detail.docx  | | |
| 17.1
6 | Adopt Resolution No. 23-27 to authorize the use of temporary interfund borrowing for the 2024-25 fiscal year. | 171 - 172 |
| Res. #23-27 - Interfund Transfers Detail.docx  | | |
| 17.1
7 | Approve contract renewal per Bid No. 221-09 for the distribution of frozen, refrigerated, processed commodities, and dry food products with Goldstar Foods, effective July 1, 2024 through June 30, 2025. | 173 |
| Bid #221-09, Frozen Food Detail.docx  | | |

17.1 8	Approve contract renewal per Bid No. 223-15 for fresh bread products with Goldstar Foods, effective July 1, 2024 through June 30, 2025. Bid #223-15, Bread Detail.docx	174
17.1 9	Approve the contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2024 through June 30, 2025. E-Rate Compliance Services Detail.docx Erate Compliance Service Contract.pdf	175 - 179
17.2 0	Authorize use of various CMAS contracts for the purchase of audio and video equipment, cabling, installation, and training with Production Access Group, Inc., EKC Enterprises Inc., Avidex Industries, LLC, and Extron Electronic, effective May 8, 2024 through June 30, 2025. CMAS, Audio & Video Detail.docx	180
17.2 1	Adopt Resolution No. 23-29 in support of membership with Education Technology Joint Powers Authority, effective May 8, 2024. Res. #23-29, Ed Tech JPA Detail.docx Ed Tech JPA Agreement.pdf	181 - 189
17.2 2	Approve contract renewal for crossing guard services at City determined locations with All City Management Services, Inc., effective July 1, 2024 through June 30, 2025. Crossing Guard Service Detail.docx All City Mgmt. 2024-2025 Services Contract.pdf	190 - 194
17.2 3	Approve a one-year renewal of the agreement for certificate of insurance compliance and tracking with Business Credentialing Service (BCS), effective May 15, 2024 through May 14, 2025. Insurance & Compliance Tracking Detail.docx	195
17.2 4	Approve the contract to provide two mobile control rooms to facilitate broadcasting of the 2024 graduation ceremonies at Bradford and Shapell Stadiums with Mobile TV Group. MS & HS Graduation Broadcasts Detail.docx MTVG Bradford 2024 Contract.pdf MTVG Shapell 2024 Contract.pdf	196 - 209













- 17.2 Approve the contract to provide professional technicians to facilitate broadcasting of the graduation ceremonies at Bradford and Shapell Stadiums with Pettigrew Crewing, Inc. 210 - 216
5
- [MS & HS Broadcasts Technicians Detail.docx](#)  [Pettigrew Contract.pdf](#) 
- 17.2 Reject Claim No. 637062 presented to the District by Karns & Karns, LLP. 217
6
- [Claim #637062 Detail.docx](#) 

18. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION

- 18.1 Approve revisions to the following board policies: 5128.1, 5128.2, 5128.3, and 5218.4 as they relate to graduation requirements for comprehensive high school, continuation high school, adult school, and alternative (independent study) high school, respectively. 218 - 231
- [HS Graduation Requirements BP Revisions Memo.docx](#) 
- [BP 5128.1 - HS Grad Requirements.docx](#) 
- [BP 5128.2 - Continuation HS Grad Requirements.docx](#) 
- [BP 5128.3 - Adult HS Grad Requirements.docx](#) 
- [BP 5128.4 - Independent Study HS Grad Requirements.docx](#) 
- 18.2 Approve the Agreement with AEI Speakers Bureau for keynote speaker, Brandon Fleming, to attend the Leadership Symposium on August 8, 2024. 232 - 236
- [Keynote Speaker Brandon Fleming.docx](#) 
- [AEI Speakers Bureau Agreement.docx](#) 
- 18.3 Approve the agreement between Orange County Department of Education Project GLAD® for Preschool for the 2024-25 school year. 237 - 239
- [OCDE Project GLAD® - Preschool.docx](#) 
- [OCDE Project GLAD® - Preschool Service Proposal.pdf](#) 
- 18.4 Approve the Independent Contractor Agreement with Aquarium of the Pacific for the 2024 Summer Camp at Wagner Preschool. 240 - 242
- [Aquarium of the Pacific Aquarium on Wheels.docx](#) 

[Aquarium of the Pacific ICA.pdf](#) 

- | | | |
|-----------|---|-----------|
| 18.5 | Approve the Independent Contractor Agreement with Perfection on Wheels for the 2024 Expanded Learning summer camps. | 243 - 245 |
| | Perfection on Wheels.docx  | |
| | Perfection on Wheels ICA.pdf  | |
| 18.6 | Approve the Independent Contractor Agreement with Game Truck Orange County for the 2024 Expanded Learning summer camps. | 246 - 248 |
| | Game Truck Orange County.docx  | |
| | Game Truck Orange County ICA.pdf  | |
| 18.7 | Approve the Independent Contractor Agreement with the Orange County Department of Education for professional development for TK-6 Math Standards and Instructional Practices for the 2024-25 school year. | 249 - 254 |
| | OCDE TK-5 6 Math Standards and PD 2024-25.docx  | |
| | OCDE TK-5 6 Math Standrds and PD Service Proposal 2024-25.pdf  | |
| 18.8 | Approve the vendor contract for Imagine Learning for Sondag Systems for the 2024-25 school year. | 255 - 256 |
| | Imagine Learning Sondag Systems 2024-25.docx  | |
| | Quote Q-53264-Imagine Learning-Online Sondag Systems.pdf  | |
| 18.9 | Approve the extended field trip to Mission San Juan Capistrano for Linda Vista Elementary on June 5, 2024. | 257 - 258 |
| | Linda Vista Mission Trip via Amtrak.docx  | |
| 18.1
0 | Approve the Independent Contractor Agreement with Franklin Mayes Marionettes for an assembly at Golden Elementary on May 30, 2024. | 259 - 261 |
| | Franklin Hayes Marionettes Assembly.docx  | |
| | Franklin Hayes Marionettes Assembly-ICA.pdf  | |
| 18.1
1 | Approve the Independent Contractor Agreement with All Things Science for an assembly at Morse Elementary School on May 24, 2024. | 262 - 264 |
| | All Things Science - Morse.docx  | |

- 18.1 2 Approve the world language textbook adoption and professional development proposals with Carnegie Learning World Languages, Vista Higher Learning, and Cheng & Tsui. 265 - 281
- [World Language Textbook Adoption.docx](#) 
- [World Language Textbook Quote.pdf](#) 
- 18.1 3 Approve the UC Davis C-STEM Algebra 1 with Computing course and associated professional development for all comprehensive high school campuses to start in the 2024-25 school year. 282 - 285
- [Algebra 1 C-Stem Course.docx](#) 
- [Algebra 1 C-Stem Course Quote.pdf](#)  [Quote20895b - Placentia-Yorba Linda USD.pdf](#) 
- [PriceQuote2024042901_PYLUSD\(v2\).pdf](#) 
- 18.1 4 Approve purchase of licenses for IXL for use in middle school math labs and high school Algebra 1A classes for the 2024-25 school year. 286 - 287
- [IXL Renewal and Increase 2024-25.docx](#) 
- [IXL Quote 1373242-2 - 2024-25.pdf](#) 
- 18.1 5 Approve College and Careers Access Pathways partnership agreement with the North Orange County Community College District through the 2028-29 school year. 288 - 310
- [NOCCCD CCAP Agreement Memo 2024-29.docx](#) 
- [NOCCCD CCAP Agreement 2024-2029.pdf](#) 
- 18.1 6 Approve agreement with the Orange County Department of Education for English language arts and English language Development training for the middle school ELA/ELD curriculum steering committee. 311 - 314
- [ELA and ELD Framework Training for MS.docx](#) 
- [OCDE Proposal for ELA and ELD Framework Training for MS.pdf](#) 
- 18.1 7 Ratify the Independent Contractor Agreement for Joel Wenhardt residency for Esperanza High School from March 25-29, 2024. 315 - 319

[Joel Wenhardt Residency for Esperanza HS.docx](#) 

[Joel Wenhardt Quintet Program Description.docx](#) 

[Invoice Esperanza Residency.pdf](#) 

[Joel Wenhardt - ICA.pdf](#) 

- 18.1 8 Approve the agreement between Orange County Department of Education Project GLAD® Elementary Spanish for Glenview Elementary School for the 2024-25 school year. 320 - 322

[Spanish DLA OCDE Project GLAD® \(Glenview\).docx](#) 

[Service Proposal OCDE Project GLAD® \(Glenview\).pdf](#) 

- 18.1 9 Approve the agreement between the Orange County Department of Education Project GLAD® Leadership Ensemble and the Placentia-Yorba Linda Unified School District for the 2024-25 school year. 323 - 326

[Elementary OCDE Project GLAD® 2024-25.docx](#) 

[Service Proposal PYLUSD Project GLAD® 2024-25.pdf](#) 

- 18.2 0 Approve the professional development agreement between Orange County Department of Education Project GLAD® Leadership Ensemble and the Placentia-Yorba Linda Unified School District from May 8, 2024 - June 30, 2024. 327 - 329

[OCDE Project GLAD® Leadership Ensemble.docx](#) 

[Service Proposal PYLUSD - Project GLAD® Leadership Ensemble.pdf](#) 

- 18.2 1 Accept gifts as listed, such action being in compliance with Education Code Section 41032 and direct the Superintendent to send letters of appreciation. 330

[Gifts for May 7, 2024.docx](#) 

19. CONSENT CALENDAR - STUDENT SERVICES

- 19.1 Ratify the Independent Contractor Agreement with the Rotary Club of Placentia to host a one-day dental clinic at Melrose Elementary on May 4, 2024. 331 - 333



[The Rotary Club of Placentia Dental Clinic.Detail.docx](#) 














[The Rotary Club of Placentia Dental Clinic ICA.pdf](#) 










- 19.2 Approve the Independent Contractor Agreement with Natalie Higgins dba Harmony Auditory-Verbal Therapy, effective May 7, 2024-June 30, 2024. 334 - 336
[Natalie Higgins dba Harmony Auditory-Verbal Therapy.Detail.docx](#) 
[Natalie Higgins dba Harmony Auditory-Verbal Therapy 23-24 ICA.pdf](#) 
- 19.3 Approve the Independent Contractor Agreement with Oren Boxer dba R. Boxer, Ph.D., A Psychological Corporation, effective May 7, 2024-June 30, 2024. 337 - 339
[Oren R. Boxer, Ph.D., A Psychological Corp.Detail.docx](#) 
[Oren R. Boxer, PhD., A Psychological Corp.ICA.pdf](#) 
- 19.4 Approve the Independent Contractor Agreement with Gallagher Pediatric Therapy, effective May 7, 2024-June 30, 2024. 340 - 342
[Gallagher Pediatric Therapy.Detail.docx](#) 
[Gallagher Pediatric Therapy ICA.pdf](#) 
- 19.5 Approve the Independent Contractor Agreement with Elizabeth Gallardo Speech Pathology, effective May 7, 2024-June 30, 2024. 343 - 345
[Gallardo Speech Pathology.Detail.docx](#) 
[Gallardo Speech Pathology ICA.pdf](#) 
- 19.6 Approve the Independent Contractor Agreement with Inez Zurita, dba Educational Professionals of Central California, LLC, effective May 7, 2024-June 30, 2024. 346 - 348
[Inez Zurita dba Educational Professionals of Central California.Detail.docx](#) 
[Inez Zurita dba Educational Professionals of Central California ICA.pdf](#) 
- 19.7 Approve the Independent Contractor Agreement with Marta M. Shinn, dba Variations Psychology PC, effective May 7, 2024-June 30, 2024. 349 - 351
[Marta M. Shinn dba Variations Psychology.Detail.docx](#) 
[Marta Shinn dba Variations Psychology ICA.pdf](#) 
- 19.8 Approve the retainer agreement with Harbottle Law Group, effective July 1, 2024-June 30, 2024. 352 - 355

[Harbottle Law Group.Detail.docx](#) 


[Harbottle Law Group Retainer Agreement.pdf](#) 







- 19.9 Approve the Independent Contractor Agreement with Natalie Higgins dba Harmony Auditory-Verbal Therapy, effective July 1, 2024-June 30, 2025. 356 - 358
[Natalie Higgins dba Harmony Auditory-Verbal Therapy 24-25.Detail.docx](#) 
[Natalie Higgins dba Harmony Auditory-Verbal Therapy 24-25 ICA.pdf](#) 
- 19.1 Approve the Independent Contractor Agreement with Dynamic Therapy Solutions and Dyslexia Center, effective July 1, 2024-June 30, 2025. 359 - 361
0
[Dynamic Therapy Solutions & Dyslexia Center LLC 2024-25.Detail.docx](#) 
[Dynamic Therapy Solutions & Dyslexia Center LLC 2024-25 ICA.pdf](#) 
- 19.1 Approve the Independent Contractor Agreement with Hanna Interpreting Services LLC, effective July 1, 2024-June 30, 2025. 362 - 364
1
[Hanna Interpreting Services 24-25.Detail.docx](#) 
[Hanna Interpreting Services 24-25 ICA.pdf](#) 
- 19.1 Approve the Independent Contractor Agreement with Patricia K. Houlihan, effective July 1, 2024-June 30, 2025. 365 - 367
2
[Patricia Houlihan 24-25.Detail.docx](#) 
[Patricia Houlihan 24-25 ICA.pdf](#) 
- 19.1 Approve the Independent Contractor Agreement with Karen O. Natoci, effective July 1, 2024-June 30, 2025. 368 - 370
3
[Karen O. Natoci 24-25.Detail.docx](#) 
[Karen O. Natoci 24-25 ICA.pdf](#) 
- 19.1 Approve the Independent Contractor Agreement with Tasha dba TTC4SUCCESS (Tasha's Training and Consulting, LLC), effective July 1, 2024-June 30, 2025. 371 - 373
4
[Tasha Arneson dba TTC4SUCCESS 24-25.Detail.docx](#) 
[Tasha Arneson dba TTC4SUCCESS 24-25 ICA.pdf](#) 

- 19.1 5 Approve the Independent Contractor Agreement with Verbal Behavior Associates, effective July 1, 2024-June 30, 2025. 374 - 376
[Verbal Behavior Associates 24-25.Detail.docx](#) 
[Verbal Behavior Associates 24-25 ICA.pdf](#) 
- 19.1 6 Approve the Independent Contractor Agreement with Family Crisis International Youth Assistance, Inc., dba West Shield Adolescent Services, effective July 1, 2024-June 30, 2025. 377 - 379
[Family Crisis Int'l Youth Assistance Inc dba West Shield Adolescent Services 24-25.Detail.docx](#) 
[Family Crisis Int'l Youth Assistance dba West Shield 24-25 ICA.pdf](#) 
- 19.1 7 Approve the Memorandum of Understanding with California School for the Deaf, Riverside, effective July 1, 2024-June 30, 2025. 380 - 384
[California School for the Deaf, Riverside 24-25.Detail.docx](#) 
[California School for the Deaf, Riverside 24-25 MOU.pdf](#) 
- 19.1 8 Approve the Master Contract with Del Sol School, effective July 1, 2024-June 30, 2025. 385 - 429
[Del Sol School Master Contract 24-25.Detail.docx](#) 
[Del Sol School Master Contract 24-25.pdf](#) 
- 19.1 9 Approve the Master Contract with E C E 4 Autism, effective July 1, 2024-June 30, 2025. 430 - 474
[E C E 4 Autism Master Contract 24-25.Detail.docx](#) 
[E C E 4 Autism Master Contract 24-25.pdf](#) 
- 19.2 0 Approve the Master Contract with Olive Crest, dba Olive Crest Academy, effective July 1, 2024-June 30, 2025. 475 - 518
[Olive Crest Academy Master Contract 24-25.Detail.docx](#) 
[Olive Crest Academy Master Contract 24-25.pdf](#) 
- 19.2 1 Approve the Master Contract with Spectrum Center-Rossier Park High School, effective July 1, 2024-June 30, 2025. 519 - 562
[Spectrum Center Rossier Park High School Master Contract 24-25.Detail.docx](#) 

- | | | |
|-----------|--|-----------|
| 19.2
2 | Approve the Master Contract with Beacon Day School, effective July 1, 2024-June 30, 2025.
Beacon Day School Master Contract 24-25.Detail.docx 
Beacon Day School Master Contract 24-25.pdf  | 563 - 607 |
| 19.2
3 | Approve the Master Contract with Condas & Associates, Inc., dba Ocean View Nonpublic School, effective July 1, 2024-June 30, 2025.
Ocean View Nonpublic School Master Contract 24-25.Detail.docx 
Ocean View Nonpublic School Master Contract 24-25.pdf  | 608 - 652 |
| 19.2
4 | Approve the Master Contract with Portview Preparatory, Inc., effective July 1, 2024-June 30, 2025.
Portview Preparatory, Inc. Master Contract 24-25.Detail.docx 
Portview Preparatory, Inc. Master Contract 24-25.pdf  | 653 - 696 |
| 19.2
5 | Approve the school-sponsored field trip for Yorba Linda High School track team to participate in the CIF Track and Field State Championships in Clovis, California on May 23-26, 2024.
YLHS Field Trip - CIF Track and Field State Championships.Detail.docx  | 697 - 698 |
| 19.2
6 | Approve the school-sponsored field trip for Valencia High School track team to participate in the California State Track and Field Championships in Clovis, California on May 24-25, 2024.
VHS Field Trip - Track and Field State Championships.Detail.docx  | 699 - 700 |
| 19.2
7 | Approve the school-sponsored field trip for El Dorado High School boys basketball team to participate in the Point Loma Basketball Camp Tournament in San Diego, California on May 31-June 2, 2024.
EDHS Field Trip - Point Loma Boys Basketball Camp Tournament.Detail.docx  | 701 - 702 |
| 19.2
8 | Approve the school-sponsored field trip for Valencia High School ASB to participate in the leadership camp at Camp | 703 - 704 |

La Verne in Angelus Oaks, California on June 19-20, 2024.

[VHS Field Trip - ASB Leadership Camp at Camp La Verne.Detail.docx](#) 


- | | | |
|--|--|-----------|
| 19.2
9 | Approve the school-sponsored field trip for Yorba Linda High School ASB to participate in the leadership camp at Camp La Verne in Angelus Oaks, California on June 24-25, 2024. | 705 - 706 |
| YLHS Field Trip - ASB Camp LaVerne.Detail.docx  | | |
| 19.3
0 | Approve the school-sponsored field trip for El Dorado High School boys basketball team to participate in the Westmont College Boys Basketball Tournament in Montecito, California on June 28-30, 2024. | 707 - 708 |
| EDHS Field Trip - Westmont College Boys Basketball Camp Tournament.Detail.docx  | | |
| 19.3
1 | Approve the school-sponsored field trip for Esperanza High School boys basketball team to participate in the 2024 Palm Springs Classic Basketball Tournament in Palm Springs, California on June 28-30, 2024. | 709 - 710 |
| EHS Field Trip - Palm Springs Classic Basketball Tournament.docx  | | |
| 19.3
2 | Approve the school-sponsored field trip for Valencia High School boys basketball team to participate in the Westmont College Basketball Tournament in Santa Barbara, California on June 28-30, 2024. | 711 - 712 |
| VHS Field Trip - Westmont College Basketball Tournament.Detail.docx  | | |
| 19.3
3 | Approve the school-sponsored field trip for El Dorado High School dance team to participate in the United Spirit Association Elite Dance Camp in Buena Park, California on July 22-25, 2024. | 713 - 715 |
| EDHS Field Trip - United Spirit Elite Dance Camp.Detail.docx  | | |
| 19.3
4 | Approve the school-sponsored field trip for Esperanza High School JV and varsity cheer teams to participate in the Universal Cheerleaders Association Overnight Cheer Camp in Santa Barbara, California on July 26-29, 2024. | 716 - 717 |
| EHS Field Trip - Universal Cheerleaders Association Cheer Camp.Detail.docx  | | |

19.3 5 Approve the school-sponsored field trip for Esperanza High School dance team to participate in the United Spirit Association Dance Camp in Indian Wells, California on July 28-31, 2024.

[EHS Field Trip - United Association Dance Camp.Detail.docx](#) 

718 - 719

19.3 6 Approve the school-sponsored field trip for Yorba Linda High School ASB leadership team to participate in the Orange County Leadership Camp in Santa Barbara, California on August 6-9, 2024.

[YLHS Field Trip - ASB Orange County Leadership Camp.Detail.docx](#) 

720 - 722

20. CONSENT CALENDAR - HUMAN RESOURCES

20.1 Approve the Declaration of Need for Fully Qualified Educators for 2024-2025 School Year

[Declaration of Need Detail.docx](#) 

[Declaration of Need for 2024_25 SY.pdf](#) 

723 - 727

20.2 Approve the University of La Verne, Lafetra College of Education Fieldwork Agreement, May 8, 2024 to May 7, 2027

[Univ of La Verne Fieldwork Detail.docx](#) 

[Univ of La Verne Fieldwork Agreement.pdf](#) 

728 - 742

20.3 Approve the California State University, Fullerton, Learning Activity Placement Agreement, October 21, 2024 - October 20, 2027.

[CSUF Learning Activity Detail.docx](#) 

[CSUF Learning Activity Agreement.pdf](#) 

743 - 747

20.4 Approve the CalStateTEACH Program Memorandum of Understanding, May 8, 2024 - May 8, 2027

[CalStateTEACH Los Angeles Detail.docx](#) 

[CalStateTEACH MOU.pdf](#) 



748 - 754

20.5 Approve the Cerritos Community College District, Clinical-Practicum Agreement, May 8, 2024-May 8, 2027.

[Cerritos College Detail.docx](#) 

[Cerritos College Agreement.pdf](#) 

755 - 769

- 20.6 Approved the Classified Human Resources Report. 770 - 774
[Class Board 05-07-24 \(1\).pdf](#) 
- 20.7 Approve the Certificated Human Resources Report. 775 - 786
[Cert Board 05-07-24 \(1\).pdf](#) 

21. BOARD REPORT

1. Communications: Documents addressed to Board members which relate to the district or public education and are submitted as official communications to the district.
2. Board Report: Board member discussion relative to conferences, workshops, meetings, school visitations and activities, and adjunct assignments, etc.

22. ADJOURNMENT

Adjourn the May 7, 2024 Board of Education Meeting at
_____.



**Placentia-Yorba Linda Unified School District
April 16, 2024 Regular Board Meeting Minutes**

District Educational Center
1301 E. Orangethorpe Ave.
Placentia, CA 92870

1. CALL TO ORDER

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District was called by Leandra Blades, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., at 4:06 p.m., Tuesday, April 16, 2024 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. STUDY SESSION

- Local Control and Accountability Plan (LCAP)

There were no public comments on this item.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Adjourned to Closed Session at 5:30 p.m. for the purpose of discussing:

- 4.1 Existing Litigation: CHILDREN'S HEALTH DEFENSE-CALIFORNIA CHAPTER, a California 501(c)(3) non-profit corporation, on its own and on behalf of its members CHRIS PALICKE, an individual on behalf of himself and as Guardian Ad Litem for his minor child, Plaintiffs, vs.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT, a local educational agency in the County of Orange, YORBA LINDA HIGH SCHOOL, a public school within the Placentia-Yorba Linda Unified School District, JIM ELSASSER, in his official capacity as Superintendent of Placentia-Yorba Linda Unified School District, RICHARD McALINDIN, in his official capacity as Assistant Superintendent of Placentia-Yorba Linda Unified School District, LINDA ADAMSON, in her official capacity as

Assistant Superintendent of Placentia-Yorba Linda Unified School District, RICHARD DINH, in his official capacity as Principal of Yorba Linda High School, BIRD POTTER, in her official capacity as Assistant Principal of Yorba Linda High School, CARRIE BUCK, KARIN FREEMAN and MARILYN ANDERSON, each individual in her official capacity as a member of the School Board of the Placentia Yorba Linda Unified School District, DANA GIGLIOTTI, an individual, BRYAN BLOOM, an individual, JACLYN CHAVEZ, an individual, JOHN DOMEN, an individual, MADISON WALTEMEYER, an individual, AMBER FERRIS, an individual, AND DOES 1-50, inclusive, Defendant.

5. REGULAR SESSION

Reconvened to Regular Session at 6:00 p.m.

The Choir from Venture Academy performed for attendees. The program is under the direction of teacher Carmen Coindreau Gonzalez.

6. REPORT OF BOARD ACTION TAKEN IN CLOSED SESSION

Nothing to report out

7. PLEDGE OF ALLEGIANCE TO THE FLAG

8. INSPIRATIONAL MESSAGE

- Jackson Brodowski

9. ROLL CALL

Members present: Leandra Blades, President; Todd Frazier, Vice President; Shawn Youngblood, Clerk, via teleconference (joined meeting at 4:10 p.m. and disconnected at 5:20 p.m.; rejoined meeting at 7:44 p.m.; left meeting at 8:36 p.m.); Marilyn Anderson, Trustee; Carrie Buck, Trustee; Dr. Alex Cherniss, Secretary; and Emily Sun, Student Board Member (Excused: 8:15 p.m.)

10. APPROVAL OF AGENDA

Approved the April 16, 2024 Board of Education agenda as presented.

Moved by: Marilyn Anderson

Seconded by: Carrie Buck

Aye Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 4-0

Preferential Student Board Member Vote: Aye

11. PUBLIC COMMENT ANNOUNCEMENT

12. APPROVAL OF MINUTES

Approved the minutes of the Regular Meeting of March 12, 2024 as presented.

Moved by: Todd Frazier

Seconded by: Carrie Buck

Aye Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 4-0

13. STUDENT BOARD REPORT

Student Board Member Emily Sun provided a report of the activities and events occurring at the district's high schools.

14. PUBLIC COMMENT

The following people addressed the Board:

- Gloria Johnson re: APLE Union misinformation
- Jennie Bremmer re: Narcan
- Linda Manion re: Teacher appreciation week
- Dr. Heidi Chipman re: Board concern
- April Gavrilovic re: Appreciation of board and staff
- Patricia Hanzo re: Construction services increase and USI
- Heather Brown re: Appreciation of transparency and livestreaming
- Angela Eilers re: AP students and early start calendar
- Sarah Caballero re: District appreciation
- Sam Myovich re: Valencia model magnet school
- Gary Gresch re: EHS athletic directors
- Kathy Armstrong re: School incident
- Brian Kurzbard re: CSBA advantages
- Keri Brunelle re: BYMS charter school and enrollment
- Anita Lee re: Fees for USI
- Sally Baghen re: USI
- Susan Semegran re: Academic calendar
- Crystal Noble re: Appreciation for middle school sport
- Nellie Rofaeel re: Rumors and CTA interference
- Debbie Mariotti re: District vision and school calendar
- Chris Holton re: Concern on direction of the district
- Shani Murray re: USI—time, money and resources

- Ben Stubbs re: Glenview DLA
- Amber G. re: middle school athletics and rumors
- Tim Murray re: USI concerns
- Julie Klinkenerg re: General district concerns
- Shani Boone re: Teacher support
- Brianna Trump re: APLE
- Jeff Braun re: Direction of the district

15. ACTION ITEMS - HUMAN RESOURCES

- 15.1 Resolution No. 23-24, California Week of the Teacher.
Approved Resolution No. 23-24, California Week of the Teacher. [Resolution No. 23-24 Week of the Teacher.pdf](#)



Moved by: Marilyn Anderson

Seconded by: Todd Frazier

Aye Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 4-0

Preferential Student Board Member Vote: Aye

- 15.2 Resolution No. 23-25, Classified School Employee Week.
Approved Resolution No. 23-25, Classified School Employee Week. [Resolution No. 23-25 Classified Employee Week.pdf](#)

Moved by: Carrie Buck

Seconded by: Marilyn Anderson

Aye Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 4-0

Preferential Student Board Member Vote: Aye

Adjourned to break: 7:35 p.m.

Reconvened: 7:44 p.m.

16. CONSENT CALENDAR

Approved the following listed recommendations.

Moved by: Carrie Buck


Seconded by: Todd Frazier

Aye Shawn Youngblood, Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 5-0

Preferential Student Board Member Vote: Aye

17. CONSENT CALENDAR - BUSINESS SERVICES

- 17.1 Approved/ratified purchase orders in the following amounts: (2023/24) - General Fund (0101), \$5,244,085.63; Child Development Fund (1212), \$22,929.26; Cafeteria Fund (1313), \$248,894.44; Deferred Maintenance (1414), \$59,075.00; Capital Facilities Fund (2525), \$65,233.39; Insurance Property Loss Fund (6770), \$1,421.58.
- 17.2 Approved warrant listings in the following amounts: Check #261887 through 262933; current year expenditures (March 3, 2024 through April 6, 2024) \$13,101,357.41; and payroll registers 9A, \$16,541,434.38, 8B, \$5,850,306.73.
- 17.3 Accepted as complete the project(s) listed and authorized filing Notice(s) of Completion.
[NOC Detail.docx](#) 
- 17.4 Awarded Bid No. 224-14 for roofing projects at Fairmont, Glenknoll, Mabel Paine, and Tynes Elementary Schools, Bernardo Yorba and Kraemer Middle Schools, and El Dorado and Valencia High Schools to Adco Roofing, Inc. and Commercial Roofing Systems, Inc.
- 17.5 Authorized use of (DGS) Contract No. 4-23-10-1055 for the purchase, warranty, installation, maintenance, and repair of HVAC products and hardware store products with ACCO Engineered Systems, Inc., effective April 17, 2024 through June 30, 2028.
- 17.6 Approved the consultant services agreement for the Esperanza High School swimming pool renovation project with Counsilman & Hunsaker, effective April 17, 2024 through August 31, 2025. Project No.160486.
Items 17.7 through 17.27 were pulled by Trustee Carrie Buck to be voted on as a block.
- 17.7 Approved the inspection services agreement for Division of State Architect (DSA) inspection services for the new preschool project at Bryant Ranch Elementary School with Knowland Construction Services, effective April 17, 2024 through January 31, 2025.

- 17.8 Approved the inspection services agreement for Division of State Architect (DSA) inspection services for the new preschool project at Glenview Elementary School with Knowland Construction Services, effective April 17, 2024 through January 31, 2025.
- 17.9 Approved the inspection services agreement for Division of State Architect (DSA) inspection services for the new preschool project at Morse Elementary School with Knowland Construction Services, effective April 17, 2024 through January 31, 2025.
- 17.10 Approved the inspection services agreement for Division of State Architect (DSA) inspection services for the new preschool project at Tynes Elementary School with Knowland Construction Services, effective April 17, 2024 through January 31, 2025.
- 17.11 Approved the inspection services agreement for Division of State Architect (DSA) inspection services for the expanded learning project at Ruby Drive Elementary School with Knowland Construction Services, effective April 17, 2024 through January 31, 2025.
- 17.12 Approved the inspection services agreement for Division of State Architect (DSA) inspection services for the expanded learning project at Topaz Elementary School with Knowland Construction Services, effective April 17, 2024 through January 31, 2025.
- 17.13 Approved the inspection services agreement for Division of State Architect (DSA) inspection services for the expanded learning project at Wagner Elementary School with Knowland Construction Services, effective April 17, 2024 through January 31, 2025.
- 17.14 Approved the inspection services agreement for installation of the new preschool project at Bryant Ranch Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17, 2024 through December 31, 2024.
- 17.15 Approved the inspection services agreement for installation of the new preschool project at Glenview Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17,

2024 through December 31, 2024.

- 17.1
6 Approved the inspection services agreement for installation of the new preschool project at Morse Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17, 2024 through December 31, 2024.
- 17.1
7 Approved the inspection services agreement for installation of the new preschool project at Tynes Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17, 2024 through December 31, 2024.
- 17.1
8 Approved the inspection services agreement for installation of the expanded learning project at Ruby Drive Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17, 2024 through December 31, 2024.
- 17.1
9 Approve the inspection services agreement for installation of the expanded learning project at Topaz Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17, 2024 through December 31, 2024.
- 17.2
0 Approve the inspection services agreement for installation of the expanded learning project at Wagner Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17, 2024 through December 31, 2024.
- 17.2
1 Approved the inspection services agreement for the installation of the shade structure project at Topaz Elementary School with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, effective April 17, 2024 through June 30, 2024.
- 17.2
2 Approved an increase to the authorized amount for the purchase of required solar arrays from Sean Kahn Consulting Company, Inc., dba SKC Company for the preschool project at Glenview Elementary School per Los Angeles Community College District Master Procurement Contract No. 40530.
- 17.2
3 Approved an increase to the authorized amount for the purchase of required solar arrays from Sean Kahn

Consulting Company, Inc., dba SKC Company for the preschool project at Morse Elementary School per Los Angeles Community College District Master Procurement Contract No. 40530.

17.2
4 Approved an increase to the authorized amount for the purchase of required solar arrays from Sean Kahn Consulting Company, Inc., dba SKC Company for the preschool project at Tynes Elementary School per Los Angeles Community College District Master Procurement Contract No. 40530.

17.2
5 Approved an increase to the authorized amount for the purchase of required solar arrays from Sean Kahn Consulting Company, Inc., dba SKC Company for the expanded learning project at Ruby Drive Elementary School per Los Angeles Community College District Master Procurement Contract No. 40530.

17.2
6 Approved an increase to the authorized amount for the purchase of required solar arrays from Sean Kahn Consulting Company, Inc., dba SKC Company for the expanded learning project at Topaz Elementary School per Los Angeles Community College District Master Procurement Contract No. 40530.

17.2
7 Approved an increase to the authorized amount for electrical services with Seco Electric and Lighting, Inc. per Unit Bid No. 219-10 through April 30, 2024.

Approved Items 17.7 through 17.27 as a block vote.

Moved by: Carrie Buck

Seconded by: Shawn Youngblood

Aye Shawn Youngblood, Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 5-0

Preferential Student Board Member Vote: Aye

17.2
8 Item pulled by Trustee Marilyn Anderson.

Approved an increase to the authorized amount for general construction services with New Dimensions and Easterday Construction Services per Unit Bid No. 223-06 through June 30, 2024.

Moved by: Marilyn Anderson

Seconded by: Todd Frazier

Aye Shawn Youngblood, Leandra Blades, Todd Frazier, and Carrie Buck

Nay Marilyn Anderson

Carried 4-1

Preferential Student Board Member Vote: Aye

17.2 Item pulled by Trustee Carrie Buck.

9

Approved the architectural services agreement for architectural design services for the Universal Sports Institute with Studio Plus Architecture Corp., effective April 17, 2024 through December 31, 2024. Project No. 160486.

Moved by: Carrie Buck

Seconded by: Todd Frazier

Aye Shawn Youngblood, Leandra Blades, and Todd Frazier

Nay Marilyn Anderson and Carrie Buck

Carried 3-2

Preferential Student Board Member Vote: Aye

17.3 Approved Amendment No. 2 to the architectural services agreement for architectural design services for the Expanded Learning Program at Wagner Elementary School with Studio Plus Architecture Corp. Project No. 150149.

0

17.3 Approved contract for a food safety and sanitation program with Food Safety Systems, effective July 1, 2024 through June 30, 2025.

1

17.3 Approved renewal of the lease agreement for heat sealer equipment and purchase of meal trays and supplies with Oliver Packaging, effective July 1, 2024 through June 30, 2025.

2

17.3 Approved renewal of the agreement for pest control services with Pest Options, effective July 1, 2024 to June 30, 2025.

3

17.3 Approved enrollment of the Placentia Library's Lunch at the Library Program in the District Summer Feeding

4

Program, effective June 2024.

- 17.3
5 Approved an increase to the authorized amount for the purchase of paper and cleaning supplies from P&R Paper Supply Co. and IFS, Inc. per Beach Cities Co-op RFP No. 2021-04 through June 30, 2024.
- 17.3
6 Approved contract renewal for flexible spending account services with American Fidelity Assurance Company, effective October 1, 2024 through September 30, 2025.
- 17.3
7 Authorized use of the California NextGen contract for telecommunications, internet access, and internal connections through June 30, 2025.

18. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION

- 18.1 Approved the agreement with Solution Tree, Inc. for professional development for principals and staff during the 2024-25 school year.
- 18.2 Approved the Elementary and Secondary TK-12 professional development teacher hours for Summer Institute 2024.
- 18.3 Approved the Independent Contractor Agreement with Dreams for Schools to provide enrichment during the Expanded Learning 2024 Summer Camps.
- 18.4 Approved the Independent Contractor Agreement with Fun Services to provide games, activities, and supplies during the Expanded Learning 2024 Summer Camps.
- 18.5 Approved the agreement with Strategic Kids, LLC to provide enrichment programs during the Expanded Learning 2024 Summer Camps.
- 18.6 Approved the agreement with Growth Opportunities Through Athletics, Learning, and Service (GOALS) for recreation services at Fairmont, Melrose, and Rio Vista Expanded Learning programs during the 2024 Summer Camps.
- 18.7 Approved the new agreement with Maxim Healthcare to increase funds in order to fill openings in the Expanded Learning Department at various sites for the remainder of the 2024 school year.

- 18.8 Approved the Independent Contractor Agreement with Kris Filip Designs to maintain the website for the various Expanded Learning programs for the remainder of the 2023-24 school year.
- 18.9 Approved the Independent Contractor Agreement with David Skale to provide a magic show for Travis Ranch Elementary students as a PBIS year-end reward assembly on June 6, 2024.
- 18.1
0 Approved the Independent Contractor Agreement with All Things Science for a STEM assembly at Bryant Ranch Elementary School on May 29, 2024.
- 18.1
1 Approved the Independent Contractor Agreement with Academic Entertainment for a science assembly at Van Buren Elementary School on May 6, 2024.
- 18.1
2 Approved the agreement with OCDE to provide new mathematical framework professional development to teachers during the 2024 Summer Institute.
- 18.1
3 Approved the agreement with OCDE to provide transitional kindergarten (TK) professional development to teachers during the 2024 Summer Institute and the 2024-25 school year.
- 18.1
4 Approved the agreement with Love and Logic to provide professional development to teachers during the 2024 Summer Institute.
- 18.1
5 Approved the agreement with Travel Teens Educational Tours for a field trip to San Juan Capistrano on May 16, 2024.
- 18.1
6 Approved the renewal of the license agreement with the Document Based Questions (DBQ) Company for elementary schools for the 2024-25 school year.
- 18.1
7 Approved the Independent Contractor Agreement with Phantom Projects Theatre Group to perform Charlotte's Web at Travis Ranch Elementary School on May 28, 2024.
- 18.1
8 Approved the agreement with the REACH Foundation to provide FIRST LEGO League (FLL) Explore and Challenge Programs at PYL Elementary Schools during

the remainder of the 2023-24 school year.

- 18.1
9 Approve the Dual Language curriculum adoption novel requests for Bernardo Yorba Middle School for the 2024-25 school year.

[Dual Language Curriculum Novels for BYMS.docx](#) 

- 18.2
0 Approved the new course requests of Dual Language Spanish language arts, science, and history for Bernardo Yorba Middle School for the 2024-25 school year.

- 18.2
1 Approved the Dual Language curriculum adoption for Bernardo Yorba Middle School for the 2024-25 school year of Galeria B for 7th grade and Galeria C for 8th grade.

- 18.2
2 Approved the addition of CompuScholar curriculum and courses for middle and high school students attending Parkview School starting with the 2024-25 school year.

- 18.2
3 Approved the use of School-Connect 4.0 curriculum at El Camino High School for five years.

- 18.2
4 Item pulled by Trustee Carrie Buck.

Approved agreement with Garner Holt Education for design and consultant services, professional development and assembly, set-up, and calibration of specialized equipment for the OCSCS Engineering and Design and Arts and Automation Lab from April 16, 2024 through June 30, 2025.

Moved by: Carrie Buck

Seconded by: Todd Frazier

Aye Shawn Youngblood, Leandra Blades, and Todd Frazier

Nay Marilyn Anderson and Carrie Buck

Carried 3-2

- 18.2
5 Approved the Independent Contractor Agreement with AVID for the 2024 AVID Summer Bridge Algebra Readiness Program held at Valencia High School.

- 18.2
6 Approved the Extended School-Sponsored Field Trip for Yorba Linda High School Publications students to attend the Columbia University Scholastic Press Journalism

Conference from October 31 - November 5, 2024 in New York City, NY.

- 18.2
7 Ratified the Extended School-Sponsored Field Trip for Yorba Linda High School speech and debate class to attend the California High School Speech Association State Tournament in Fresno, CA April 12-14, 2024.
- 18.2
8 Approve the Extended School-Sponsored Field Trip for El Dorado High School Academic Quest Team to attend the National Competition in Washington, D.C. on April 18-21, 2024.
- 18.2
9 Approved the agreement between Placentia-Yorba Linda Unified School District and OCDE Project GLAD® Series - Secondary as a part of the 2024 Summer Institute.
- 18.3
0 Approved the Independent Contractor Agreement with AVID for AVID Implementation from July 1, 2024 through June 30, 2025.
- 18.3
1 Approved the Independent Contractor Agreement with AVID Excel to implement AVID at Kraemer Middle School and Valadez Middle School Academy July 1, 2024 through June 30, 2025.
- 18.3
2 Approved the agreement with iFly Indoor Skydiving for AVID Excel students at Kraemer and Valadez Middle Schools to attend a STEM field trip in August 2024.
- 18.3
3 Approved the agreement between Placentia-Yorba Linda USD and Disciplina Positiva to implement six weeks of in-person parenting workshops at PYLUSD Title I schools. Classes will be taught in Spanish and will be held between April 23-June 1, 2024.
- 18.3
4 Approved the three-year subscription renewal with Lexia Learning Systems, LLC from July 1, 2024 through June 30, 2027.
- 18.3
5 Approved the one-year agreement with Edmentum for unlimited districtwide access to Apex Learning Course from June 1, 2024 - August 2, 2025.
- 18.3
6 Presented the Quarterly Uniform Complaint Report for the period of January 1 - March 31, 2024.
- 18.3 Accepted gifts as listed, such action being in compliance

- 7 with Education Code Section 41032, and direct the Superintendent to send letters of appreciation.

[Gifts for April 16, 2024.docx](#) 

19. CONSENT CALENDAR - STUDENT SERVICES

- 19.1 Approved the Independent Contractor Agreement with Balance & Hearing Specialty Group-Best Hearing San Diego, effective April 16, 2024-June 30, 2024.
- 19.2 Approved the Independent Contractor Agreement with Jeanette Lynn Morgan, JLM Psychological Services, effective April 16, 2024-June 30, 2024.
- 19.3 Approved the Independent Contractor Agreement with Mark Burnett for DJ B Diamond Music Services at Venture Academy on May 24, 2024.
- 19.4 Approved the Independent Contractor Agreement with Douglas W. Stephey, OD, effective April 16, 2024-June 30, 2024.
- 19.5 Approved the Independent Contractor Agreement with Susan Hollar, dba Hollar Speech and Language Services, effective April 16, 2024-June 30, 2024.
- 19.6 Approved the Independent Contractor Agreement with Stepping Stones Therapy, Inc., effective April 16, 2024-June 30, 2024.
- 19.7 Approved the Independent Contractor Agreement with Andrew Smosna dba High Desert Training Services, LLC, effective April 16, 2024-June 30, 2024.
- 19.8 Approved the Independent Contractor Agreement with Whole Child Therapy, Inc., effective April 16, 2024-June 30, 2024.
- 19.9 Approved the Independent Contractor Agreement with Gunn Behavioral Care of California, P.C., effective April 16, 2024-June 30, 2024.
- 19.1 Approved the Independent Contractor Agreement with
0 Marta M. Shinn, dba Variations Psychology, P.C., effective April 16, 2024-June 30, 2024.
- 19.1 Approved the increase of the Master Contract Non-Public

- 1 Agency agreement with The Stepping Stones Group, LLC, effective April 16, 2024-June 30, 2024.
- 19.1
2 Approved the increase of the Master Contract Non-Public Agency agreement with Soliant Health LLC, effective April 16, 2024-June 30, 2024.
- 19.1
3 Approved the increase of the Master Contract Non-Public Agency agreement with Maxim Healthcare Staffing, effective April 16, 2024-June 30, 2024.
- 19.1
4 Approved the Independent Contractor Agreement with 7 Mindsets for secondary and alternative education schools for the 2024-25 school year.
- 19.1
5 Approved the Independent Contractor Agreement with the *With Hope Foundation* for the 2024-25 school year.
- 19.1
6 Approved the school-sponsored field trip for Yorba Linda High School boys tennis to participate in the CIF-SS Ojai Tennis Tournament in Ojai, California on April 24-27, 2024.
- 19.1
7 Approved the school-sponsored field trip for El Dorado High School tennis team to participate in the Ojai Tennis Tournament in Ojai, California on April 24-27, 2024.
- 19.1
8 Approved the school-sponsored field trip for Yorba Linda High School song leaders to participate in the Universal Dance Association Summer Camp in Indian Wells, California on June 17-20, 2024.
- 19.1
9 Approved the school-sponsored field trip for Esperanza High School girls basketball to participate in the Classic Basketball Tournament in Palm Springs, California on June 28-30, 2024.
- 19.2
0 Approved the school-sponsored field trip for Yorba Linda High School cheer to participate in the Universal Cheer Association Summer Camp in La Quinta, California on July 25-28, 2024.
- 19.2
1 Approved the school-sponsored field trip for El Dorado High School ASB leadership team to participate in the Orange County Leadership Camp in Santa Barbara, California on August 6-9, 2024.

20. CONSENT CALENDAR - HUMAN RESOURCES

20.1 Item pulled by Trustee Carrie Buck.

[Cert Board 04-16-24.doc](#) 

Approved the Certificated Human Resources Board Report.

Moved by: Carrie Buck

Seconded by: Todd Frazier

Aye Shawn Youngblood, Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 5-0

20.2 Item pulled by Trustee Carrie Buck.

[Class Board 04-16-24.doc](#) 

Approved the Classified Human Resources Board Report.

Moved by: Carrie Buck

Seconded by: Todd Frazier

Aye Shawn Youngblood, Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 5-0

20.3 Approved the MOU with Hope International University for April 16, 2024 to April 16, 2026.

20.4 Item pulled by Trustee Marilyn Anderson.

Approved the revised agreement between Placentia-Yorba Linda USD and PLUM.

Moved by: Marilyn Anderson

Seconded by: Shawn Youngblood

Aye Shawn Youngblood, Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 5-0

21. SUPERINTENDENT'S REPORT

Superintendent Dr. Alex Cherniss reported on:

- District Highlights
- USI
- Artworks
- Artist of the Year
- Valencia HS Academic Decathlon
- Bus "Roadeo" Competition

22. BOARD REPORT

- Trustee Carrie Buck reported visiting Brookhaven, Esperanza, El Dorado, and Glenview school sites as well as El Dorado WASC visitation, Artworks opening, and AVID Senior Standout Recognition. She clarified Resolution 23-18 was for non-reelect probationary employees.
- Trustee Marilyn Anderson shared that she toured Valadez and Morse school sites and Sierra Vista, Ruby Drive, and Golden's open house events. She also attended CTE stakeholders meeting, Chapman's Holocaust Art and Writing event, Shamrock 'n Run, El Dorado WASC visitation, Orange County School Board Meeting on AI education, Principal for a Day lunch, VHS pancake breakfast, production of *Oklahoma* at YLHS, Unified Sports track meet, a track meet at VHS, Artworks, and the middle school wrestling tournament. She closed with a shoutout to the VHS decathlon team and the *Love Placentia* event.
- Trustee Todd Frazier watched a video of wrestling matches and attended the musical *Oklahoma* at YLHS. He shared that there is a lot we can accomplish as a district if we work together.
- Trustee Leandra Blades clarified community questions with answers regarding CSUF, student teachers, CSBA membership, the release of administrators and teachers, book bans, and religious affiliation.

23. ADJOURNMENT

Adjourned the April 16, 2024 Board of Education Meeting at 9:06 p.m.

Moved by: Todd Frazier

Seconded by: Carrie Buck

Aye Leandra Blades, Todd Frazier, Marilyn Anderson, and Carrie Buck

Carried 4-0

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

AGREEMENT RENEWAL: GRANICUS, LLC FOR BOARD MEETING STREAMING

Background

The Placentia-Yorba Linda Unified School District first began researching the live streaming of Board Meetings as a result of the COVID-19 pandemic and public interest in watching meetings through a remote setting. As such, the district entered into a contract with Granicus, LLC, formerly known as Swagit Productions, LLC, in 2021 to provide live streaming services for Board Meetings. This includes live streaming, remote switching, and real-time video-on-demand closed captioning in English and Spanish. The services offered by Granicus have become an integral part of the district's efforts to communicate with stakeholders and the community at large. Renewal of the agreement with Granicus will allow the district to continue offering high-quality live streams of Board Meetings July 1, 2024, through June 30, 2025.

Financial Impact

General Fund (0101) NTE \$30,000

Administrator

Alyssa Griffiths, Director of Communications, Superintendent's Office

Granicus Proposal for Placentia-Yorba Linda Unified School District

ORDER DETAILS

Prepared By: Korgbae Freeman
Phone:
Email: korgbae.freeman@granicus.com
Order #: Q-339406
Prepared On: 28 Mar 2024
Expires On: 30 Jun 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Jun 2024
Initial Order Term End Date: 30 Jun 2027
Period of Performance: 01 Jul 2024 - 30 Jun 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Avior™ 15	Annual	1 Each	\$14,065.63
EASET™ 15	Annual	1 Each	\$0.00
CaptionLive Premium ESP	Annual	2 Hours	\$10,272.00
SUBTOTAL:			\$24,337.63

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2025 - 30 Jun 2026	01 Jul 2026 - 30 Jun 2027
Avior™ 15	\$15,050.22	\$16,103.74
EASE™ 15	\$0.00	\$0.00
CaptionLive Premium ESP	\$10,991.04	\$11,760.41
SUBTOTAL:	\$26,041.26	\$27,864.15

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ 15	AVIOR™ 15 Managed Service SaaS: Remote Switching for up to 15 meetings per year.
EASET™ 15	EASET™ 15 Managed Service SaaS: Up To 15 Indexed Meetings per year (EASET™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
CaptionLive Premium ESP	CaptionLive Premium ESP - Human Transcription Service in English with Automated Spanish, per hour. Live and Video On-Demand Closed Captioning.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-339406 dated 28 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Placentia-Yorba Linda Unified School District to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[<input type="checkbox"/>] - No [<input type="checkbox"/>] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-339406 dated 28 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Placentia-Yorba Linda Unified School District	
Signature:	
Name:	
Title:	
Date:	

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**REPORTING OF PURCHASE ORDER TOTALS
March 3, 2024 through April 27, 2024 for the 2023-24 Fiscal Year**

Financial Impact

General Fund (0101)	\$3,507,377.98
Child Development Fund (1212)	\$257,527.88
Cafeteria Fund (1313)	\$14,318.11
Deferred Maintenance (1414)	\$950.00
Capital Facilities Fund (2525)	\$1,539,463.15
Capital Facilities (2545)	\$147,598.59

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 03/03/2024 TO 04/06/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P2811	HOME DEPOT	789.35	789.35	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
T82P2813	AMAZON.COM CORPORATE CREDIT	140.77	140.77	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
T82P2819	HOME DEPOT	7,831.55	7,831.55	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
T82P2948	AMAZON.COM CORPORATE CREDIT	209.61	209.61	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
T82P3024	AMAZON.COM CORPORATE CREDIT	1,312.85	1,312.85	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
T82V0265	CDW G INC	33,930.00	2,392.50	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
			31,537.50	0101-0003-0-6411-1110-1000-220-90000000	HARDWARE/DEP \$5,000 AN
T82V0266	FORMECH USA LTD	19,094.34	1,074.46	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
			18,019.88	0101-0003-0-6411-1110-1000-220-90000000	HARDWARE/DEP \$5,000 AN
T82V0272	PATON GROUP	10,800.81	2,163.34	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
			8,637.47	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
T82V0273	MOORE'S OF CORONA	2,605.65	2,605.65	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
T82V0274	MOORE'S OF CORONA	34,797.83	34,797.83	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
T82V0275	STEWART SIGNS	28,817.00	28,817.00	0101-0003-0-6490-0000-8500-220-90030100	EQUIPMENT DEP \$5000 & OVER
T82V0276	WATER AND WIFI LLC	1,374.49	1,374.49	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
T82V0280	PATON GROUP	30,627.58	3,241.61	0101-0003-0-4301-0000-8500-220-90030100	MATERIALS AND SUPPLIES
			8,254.67	0101-0003-0-4410-0000-8500-220-90030100	EQUIP NO DEP \$500-\$4999
			19,131.30	0101-0003-0-6490-0000-8500-220-90030100	EQUIPMENT DEP \$5000 & OVER
T82V0281	TROTEC LASER INC	61,979.28	4,994.28	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
			8,265.00	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
			48,720.00	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
T82V0289	U.S. BANK	649.49	649.49	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
T82V0291	GARNER HOLT EDUCATION THROUGH	127,282.87	39,574.28	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
			76,459.49	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
			11,249.10	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
T82V0292	GARNER HOLT EDUCATION THROUGH	107,657.34	5,807.73	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
			2,828.44	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
			99,021.17	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
T82V0293	GARNER HOLT EDUCATION THROUGH	41,952.47	7,089.95	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
			2,699.14	0101-0003-0-4412-1110-1000-220-90000000	COMP SOFTWRE NO DEP \$500-
			32,163.38	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 03/03/2024 TO 04/06/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82V0304	GARNER HOLT EDUCATION THROUGH	80,874.23	31,531.58	0101-0003-0-4301-1110-1000-220-90000000	MATERIALS AND SUPPLIES
			30,331.24	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
			19,011.41	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
T82V0305	GARNER HOLT EDUCATION THROUGH	90,596.21	10,968.96	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
			79,627.25	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
T82V0306	GARNER HOLT EDUCATION THROUGH	41,952.47	7,089.95	0101-0003-0-4410-1110-1000-220-90000000	EQUIP NO DEP \$500-\$4999
			2,699.14	0101-0003-0-4412-1110-1000-220-90000000	COMP SOFTWRE NO DEP \$500-
			32,163.38	0101-0003-0-6490-1110-1000-220-90000000	EQUIPMENT DEP \$5000 & OVER
	Fund 11 Total:	725,276.19	725,276.19		

PLACENTIA USD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/07/2024**

FROM 03/03/2024 TO 04/06/2024

**PO
NUMBER VENDOR**

**PO ACCOUNT ACCOUNT
TOTAL AMOUNT NUMBER**

OBJECT DESCRIPTION

Total Account Amount:

725,276.19

DATE OF BOARD APPROVAL MAY 7, 2024

2023/2024 SCHOOL YEAR

APRIL 7, 2024 THROUGH APRIL 13, 2024

DECREASED PURCHASE ORDER

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
		NONE	

CANCELED PURCHASE ORDERS

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
		NONE	

INCREASED PURCHASE ORDERS

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
T82B0411	DEPT OF INDUSTRIAL RELATIONS	0101-8150-0-5670-0000-8110-850-00084800	\$1,750.00
T82B0499	SUPPLYMASTER	0101-0003-0-4301-1110-1000-390-00000000	\$400.00
T82B0292	FACILITY SOLUTIONS GROUP	0101-0003-0-4309-1110-1000-340-00000000	\$150.00
T82B0131	CULLIGAN	1313-5310-0-5690-0000-3700-835-00000000	\$400.00
T82N0033	DIPPIN DOTS ICE CREAM	1313-5310-0-4710-0000-3700-835-00000000	\$5,000.00
T82B0133	DS WATER	1313-5310-0-4710-0000-3700-835-00000000	\$300.00
T82N0029	GOLD STAR	1313-5310-0-4710-0000-3700-835-00000000	\$15,000.00
T82B0323	AZ BUS SALES	0101-0723-0-5690-1110-3600-865-00000000	\$4,000.00
T82B0507	SOUTHWEST SCHOOL & OFFICE SUPPLY	0101-0791-0-4301-1110-1000-380-02113100	\$2,000.00
T82B0129	SOUTHWEST SCHOOL & OFFICE SUPPLY	0101-0723-0-4315-1110-3600-865-00000000	\$1,000.00
T82B0061	SUPPLYMASTER	0101-0003-0-4308-0000-2700-130-00000000	\$1,000.00

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/07/2024 TO 04/13/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82B0737	UKG KRONOS SYSTEMS LLC	2,746.00	2,746.00	0107200004 5809	OTHER OPERATING EXPENDITURES
T82C0854	XEROX FINANCIAL SERVICES LLC	3,612.53	3,612.53	0100030032 5640	RENTAL
T82C0855	NEW DIMENSION GEN CONSTRUCTION	86,111.51	86,111.51	0170320005 6270	MAIN BUIDLING CONTRACTOR
T82C0856	NEW DIMENSION GEN CONSTRUCTION	406,106.96	406,106.96	0126000045 6270	MAIN BUIDLING CONTRACTOR
T82C0857	NEW DIMENSION GEN CONSTRUCTION	397,276.28	397,276.28	0126000044 6270	MAIN BUIDLING CONTRACTOR
T82C0858	NEW DIMENSION GEN CONSTRUCTION	420,241.10	420,241.10	0126000046 6270	MAIN BUIDLING CONTRACTOR
T82C0859	STEALTH AUDIO VISUAL	38,000.00	38,000.00	0100080145 5810	PROFESSIONAL/CONSULTING SRV.
T82C0860	ORANGE COUNTY DEPT OF ED	848.00	848.00	0190170094 5816	FIELD TRIPS / ADMISSION
T82C0861	IRONWOOD PLUMBING INC	12,347.00	12,347.00	0181501311 5690	CONTRACTS-OTHER SERVICES
T82P3159	LAKESHORE LEARNING MATERIALS	2,298.95	2,298.95	0190890005 4301	MATERIALS AND SUPPLIES
T82P3160	AMAZON.COM CORPORATE CREDIT	20.61	20.61	0100030085 4301	MATERIALS AND SUPPLIES
T82P3161	AMAZON.COM CORPORATE CREDIT	34.27	17.99	0100030085 4210	BOOKS & REFERENCE MATERIALS
			16.28	0100030097 4301	MATERIALS AND SUPPLIES
T82P3162	PERMA BOUND	406.49	406.49	0100030215 4210	BOOKS & REFERENCE MATERIALS
T82P3163	PERMA BOUND	396.50	396.50	0107910931 4210	BOOKS & REFERENCE MATERIALS
T82P3164	PERMA BOUND	415.52	415.52	0100030215 4210	BOOKS & REFERENCE MATERIALS
T82P3165	PERMA BOUND	91.99	91.99	0100030085 4210	BOOKS & REFERENCE MATERIALS
T82P3166	EMERALD COVE OUTDOOR SCIENCE I	21,018.00	21,018.00	0190150009 5816	FIELD TRIPS / ADMISSION
T82P3167	BUREAU OF EDUCATION & RESEARCH	3,434.99	1,295.00	0167620031 5240	TRAINING & TRAVEL & CONFERENCE
			1,295.00	0167620035 5240	TRAINING & TRAVEL & CONFERENCE
			422.49	0167620077 5240	TRAINING & TRAVEL & CONFERENCE
			422.50	0167620078 5240	TRAINING & TRAVEL & CONFERENCE
T82P3168	TANAKA FARMS	1,242.00	1,242.00	0190170110 5816	FIELD TRIPS / ADMISSION
T82P3169	PERMA BOUND	396.99	396.99	0190170110 4210	BOOKS & REFERENCE MATERIALS
T82P3170	FISHER SCIENTIFIC LLC	205.73	205.73	0100030034 4301	MATERIALS AND SUPPLIES
T82P3171	AMAZON.COM CORPORATE CREDIT	150.80	85.64	0100040582 4301	MATERIALS AND SUPPLIES
			65.16	0100040582 4343	COMP HRDWARE UNDER \$500
T82P3172	AMAZON.COM CORPORATE CREDIT	75.78	75.78	0141270046 4301	MATERIALS AND SUPPLIES
T82P3173	AMAZON.COM CORPORATE CREDIT	107.22	107.22	0141270046 4301	MATERIALS AND SUPPLIES
T82P3174	SOUTHWEST SCHOOL & OFFICE SUPP	409.93	409.93	0100030068 4301	MATERIALS AND SUPPLIES
2P3175	VERNIER SCIENCE EDUCATION	814.24	814.24	0100030049 4301	MATERIALS AND SUPPLIES

Page 48 of 786

User ID: KBITT

Report ID: PO010_Fund

<v. 030305>

Page No.: 1

Current Date: 04/15/2024

Current Time: 10:10:45

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/07/2024

TO 04/13/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3176	AMAZON.COM CORPORATE CREDIT	1,057.43	1,057.43	0163870061 4301	MATERIALS AND SUPPLIES
T82P3177	ALONTI CAFE & CATERING	211.91	211.91	0167620035 5240	TRAINING & TRAVEL & CONFERENCE
T82P3178	SHEER, SHEILA AND STEPHEN	10,000.00	10,000.00	0165000162 5817	LEGAL FEES SETTLEMENT AGMT
T82P3179	U.S. BANK	349.22	349.22	0100040057 4308	OFFICE SUPPLIES
T82P3180	RIDDELL ALL AMERICAN	17,234.54	17,234.54	0100041551 4301	MATERIALS AND SUPPLIES
T82P3181	OCSNO	440.00	440.00	0100040675 5240	TRAINING & TRAVEL & CONFERENCE
T82P3182	GDEVELOP LTD	322.01	322.01	0100030235 5815	INTERNET RESOURCE
T82P3183	BEARCOM	3,272.39	3,272.39	0190170265 4308	OFFICE SUPPLIES
T82P3184	APPLE COMPUTER INC	911.70	911.70	0100040066 5660	CONTRACTS-REPAIRS MAINT.
T82P3185	SUPPLYMASTER INC	281.66	281.66	0100030049 4343	COMP HRDWARE UNDER \$500
T82P3186	SWANK MOVIE LICENSING USA	1,188.00	1,188.00	0190170111 5809	OTHER OPERATING EXPENDITURES
T82P3187	AMAZON.COM CORPORATE CREDIT	217.48	217.48	0100040582 4301	MATERIALS AND SUPPLIES
T82P3188	AMAZON.COM CORPORATE CREDIT	408.23	408.23	0133100048 4301	MATERIALS AND SUPPLIES
T82P3189	AMAZON.COM CORPORATE CREDIT	58.67	58.67	0165000074 4301	MATERIALS AND SUPPLIES
T82P3190	AMAZON.COM CORPORATE CREDIT	46.29	46.29	0100030034 4301	MATERIALS AND SUPPLIES
T82P3191	AMAZON.COM CORPORATE CREDIT	174.16	174.16	0100030235 4301	MATERIALS AND SUPPLIES
T82P3192	AMAZON.COM CORPORATE CREDIT	232.57	232.57	0100030879 4308	OFFICE SUPPLIES
T82P3193	AMAZON.COM CORPORATE CREDIT	145.22	145.22	0100030158 4301	MATERIALS AND SUPPLIES
T82P3194	KMI SERVICE CENTER INC	637.95	637.95	0163870061 5660	CONTRACTS-REPAIRS MAINT.
T82P3195	KMI SERVICE CENTER INC	2,434.08	2,434.08	0163870061 5660	CONTRACTS-REPAIRS MAINT.
T82P3196	KMI SERVICE CENTER INC	920.00	920.00	0163870061 5660	CONTRACTS-REPAIRS MAINT.
T82P3198	KMI SERVICE CENTER INC	950.14	950.14	0163870061 5660	CONTRACTS-REPAIRS MAINT.
T82P3199	INCHARGE ENERGY INC	7,098.75	7,098.75	0107200004 4317	OTHER TRANSPORTATION
T82P3200	AMAZON.COM CORPORATE CREDIT	373.51	373.51	0100030022 4301	MATERIALS AND SUPPLIES
T82P3201	AMAZON.COM CORPORATE CREDIT	71.21	71.21	0165000074 4301	MATERIALS AND SUPPLIES
T82P3202	LA HABRA CHILDREN'S MUSEUM	612.00	612.00	0190170109 5816	FIELD TRIPS / ADMISSION
T82P3203	AMAZON.COM CORPORATE CREDIT	861.96	861.96	0100031052 4301	MATERIALS AND SUPPLIES
T82P3204	ORANGE COUNTY DEPT OF ED	1,472.00	1,472.00	0190170097 5816	FIELD TRIPS / ADMISSION
T82P3206	REGENTS OF UNIVERSITY OF CALIF	3,000.00	3,000.00	0107910785 5240	TRAINING & TRAVEL & CONFERENCE
T82P3207	AMAZON.COM CORPORATE CREDIT	519.91	519.91	0100030303 4301	MATERIALS AND SUPPLIES
T82P3208	AMAZON.COM CORPORATE CREDIT	39.48	39.48	0100031108 4301	MATERIALS AND SUPPLIES
2P3209	AMAZON.COM CORPORATE CREDIT	112.48	112.48	0107910504 4301	MATERIALS AND SUPPLIES

Page 49 of 786

User ID: KBITT

Report ID: PO010_Fund

<v. 030305>

Page No.: 2

Current Date: 04/15/2024

Current Time: 10:10:45

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/07/2024

TO 04/13/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3210	SUPERIOR PRESS	155.38	31.08	0190170038 4301	MATERIALS AND SUPPLIES
			31.08	0190170050 4301	MATERIALS AND SUPPLIES
			31.08	0190170069 4301	MATERIALS AND SUPPLIES
			31.08	0190170076 4301	MATERIALS AND SUPPLIES
			31.06	0190170079 4301	MATERIALS AND SUPPLIES
T82P3211	SOUTHERN CALIFORNIA NEWS GROUP	3,881.74	485.21	0132130089 5806	ADVERTISEMENT EXPENSE
			485.22	0132130093 5806	ADVERTISEMENT EXPENSE
			485.22	0132130094 5806	ADVERTISEMENT EXPENSE
			485.22	0132130095 5806	ADVERTISEMENT EXPENSE
			485.22	0132130096 5806	ADVERTISEMENT EXPENSE
			485.22	0132130097 5806	ADVERTISEMENT EXPENSE
			485.22	0132130098 5806	ADVERTISEMENT EXPENSE
			485.21	0132130099 5806	ADVERTISEMENT EXPENSE
T82P3212	WENGER CORP	2,359.89	2,359.89	0167700025 4410	EQUIP NO DEP \$500-\$4999
T82P3213	SILVER LINING TRAVEL	60.00	60.00	0181502324 5240	TRAINING & TRAVEL & CONFERENCE
T82P3214	AMAZON.COM CORPORATE CREDIT	1,669.28	1,669.28	0107910982 4301	MATERIALS AND SUPPLIES
T82P3215	AMAZON.COM CORPORATE CREDIT	773.23	721.10	0100040582 4301	MATERIALS AND SUPPLIES
			52.13	0100040582 4343	COMP HRDWARE UNDER \$500
T82P3216	AMAZON.COM CORPORATE CREDIT	8.65	8.65	0190890005 4301	MATERIALS AND SUPPLIES
T82P3217	HOME DEPOT	612.17	612.17	0100030072 4301	MATERIALS AND SUPPLIES
T82P3218	ORANGE COUNTY DEPT OF ED	350.00	350.00	0142030126 5240	TRAINING & TRAVEL & CONFERENCE
T82P3219	PERMA BOUND	294.43	294.43	0107910931 4210	BOOKS & REFERENCE MATERIALS
T82P3220	PITSCO EDUCATION LLC	758.45	758.45	0100030168 4301	MATERIALS AND SUPPLIES
T82P3221	ESTRELLITA INC	1,903.55	1,903.55	0167620064 4301	MATERIALS AND SUPPLIES
T82P3222	DEMIDEC CORPORATION	429.00	429.00	0100030085 5310	DUES & MEMBERSHIPS
T82P3223	UNITED STATES ACADEMIC DECATHL	929.00	929.00	0100030085 5310	DUES & MEMBERSHIPS
T82P3224	SILVER LINING TRAVEL	360.00	360.00	0100041374 5809	OTHER OPERATING EXPENDITURES
T82P3225	SENROR WOOLY	102.66	102.66	0190170038 4301	MATERIALS AND SUPPLIES
T82P3226	SOUTHWEST SCHOOL & OFFICE SUPP	360.07	360.07	0107910989 4301	MATERIALS AND SUPPLIES
T82P3227	THE LAMAR COMPANIES	6,000.00	6,000.00	0100041484 5806	ADVERTISEMENT EXPENSE
T82P3228	FOLLETT HIGHER EDUCATION GROUP	990.44	990.44	0100030175 4210	BOOKS & REFERENCE MATERIALS
2P3229	U S GAMES	1,857.75	1,857.75	0100041531 4301	MATERIALS AND SUPPLIES

Page 50 of 786

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/07/2024

TO 04/13/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3230	AMAZON.COM CORPORATE CREDIT	397.38	397.38	0100031108 4301	MATERIALS AND SUPPLIES
T82P3231	MODERN ILLUMINATION INC	7,542.00	7,542.00	0100080141 5640	RENTAL
T82P3232	MODERN ILLUMINATION INC	22,775.00	22,775.00	0100080141 5640	RENTAL
T82P3233	AMAZON.COM CORPORATE CREDIT	217.30	217.30	0100030088 4301	MATERIALS AND SUPPLIES
T82P3234	AMAZON.COM CORPORATE CREDIT	96.25	96.25	0100031108 4301	MATERIALS AND SUPPLIES
T82P3235	AMAZON.COM CORPORATE CREDIT	17.20	17.20	0100030088 4301	MATERIALS AND SUPPLIES
T82P3236	VECTOR ENVIRONMENTAL CONSULTIN	600.00	600.00	0132130097 6280	CONSTRUCTION TESTING
T82P3237	VECTOR ENVIRONMENTAL CONSULTIN	600.00	600.00	0132130098 6280	CONSTRUCTION TESTING
T82P3238	VECTOR ENVIRONMENTAL CONSULTIN	1,250.00	1,250.00	0132130093 6280	CONSTRUCTION TESTING
T82P3240	AMAZON.COM CORPORATE CREDIT	50.97	50.97	0100030088 4301	MATERIALS AND SUPPLIES
T82P3241	AMAZON.COM CORPORATE CREDIT	115.38	115.38	0100030147 4301	MATERIALS AND SUPPLIES
T82P3242	AMAZON.COM CORPORATE CREDIT	325.16	325.16	0100030097 4301	MATERIALS AND SUPPLIES
T82P3243	AMAZON.COM CORPORATE CREDIT	307.57	307.57	0167700025 4301	MATERIALS AND SUPPLIES
T82P3244	GALLAGHER RENTALS INC	30,070.00	30,070.00	0100080140 5640	RENTAL
T82P3245	DIVISION OF THE STATE ARCHITEC	4,320.92	4,320.92	0132130076 6220	DSA FEES
T82P3246	STEWART SIGNS	16,215.00	16,215.00	0190170109 6411	HARDWARE/DEP \$5,000 AN ABOVE
T82V0315	LAKESHORE LEARNING MATERIALS	6,923.58	3,362.02	0190890005 4301	MATERIALS AND SUPPLIES
			628.57	0190890005 4330	FURNITURE
			2,932.99	0190890005 4410	EQUIP NO DEP \$500-\$4999
T82V0316	APPLE COMPUTER INC	32,221.30	32,221.30	0163870061 4411	COMP HARDWRE NO DEP \$500-\$4999
T82V0317	AMAZON.COM CORPORATE CREDIT	1,885.32	799.52	0163870061 4301	MATERIALS AND SUPPLIES
			487.69	0163870061 4410	EQUIP NO DEP \$500-\$4999
			598.11	0163870061 4411	COMP HARDWRE NO DEP \$500-\$4999
T82V0318	AMAZON.COM CORPORATE CREDIT	3,509.06	2,423.44	0163870061 4301	MATERIALS AND SUPPLIES
			1,085.62	0163870061 4411	COMP HARDWRE NO DEP \$500-\$4999
T82V0319	DEMCO INC	3,452.39	2,513.28	0190170012 4301	MATERIALS AND SUPPLIES
			939.11	0190170012 4410	EQUIP NO DEP \$500-\$4999
	Fund 01 Total:	1,611,211.81	1,611,211.81		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/07/2024

TO 04/13/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82V0314	HOME DEPOT	831.10	79.00	1261050005 4301	MATERIALS AND SUPPLIES
			752.10	1261050005 4410	EQUIP NO DEP \$500-\$4999
T82V0320	SANDLOCK SANDBOX	976.58	976.58	1261050015 4410	EQUIP NO DEP \$500-\$4999
	Fund 12 Total:	1,807.68	1,807.68		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/07/2024

TO 04/13/2024

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>OBJECT DESCRIPTION</u>
Total Account Amount:			1,613,019.49		

DATE OF BOARD APPROVAL MAY 7, 2024

2023/2024 SCHOOL YEAR

APRIL 14, 2024 THROUGH APRIL 20, 2024

DECREASED PURCHASE ORDER

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
		NONE	

CANCELED PURCHASE ORDERS

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
		NONE	

INCREASED PURCHASE ORDERS

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
T82B0089	GLASBY	0101-0003-0-4309-1110-8200-350-00000000	\$1,000.00
T82B0301	TRUCK PRO	0101-0004-0-4313-0000-3600-865-00000000	\$2,400.00
T82C0015	CHAPIN TOLLEY BROWN	0101-0720-0-5812-5001-3600-865-00000000	\$55,140.00
T82B0484	LAWSON PRODUCTS, INC.	0101-0720-0-4315-5001-3600-865-00000000	\$300.00
T82B0307	COUNTRY CITY TOWING INC	0101-0723-0-5809-1110-3600-865-00000000	\$900.00
T82C0038	WHITTIER CHRISTIAN HIGH SCHOOL	0101-0720-0-5812-5001-3600-865-00000000	\$55,805.50
T82B0720	LAKESHORE LEARNING	0101-3310-0-4301-5770-1110-650-00077100	\$11.68
T82B0699	APRINTIS	0101-0003-0-4301-1110-1000-100-00014200	\$2,148.00
T82N0008	NU HEALTH FOODS LLC	1313-5310-0-4710-0000-3700-835-00000000	\$45,000.00
T82B0099	SOUTHWEST SCHOOL & OFFICE SUPPLY	0101-0003-0-4301-1110-1000-350-00000000	\$1,000.00
T82B0090	SUPPLYMASTER	0101-0003-0-4301-1110-1000-350-00000000	\$350.00
T82B0207	SOUTHWEST SCHOOL & OFFICE SUPPLY	0101-0791-0-4338-1110-2495-250-03212400	\$500.00
T82B0276	GLASBY	0101-0003-0-4309-1110-8200-441-00000000	\$400.00
T82B0242	GLASBY	0101-0003-0-4309-1110-8200-440-00000000	\$1,300.00
T82C0097	EVERDRIVEN TECHNOLOGIES	0101-0720-0-5812-5001-3600-865-00000000	\$8,500.00
T82C0039	FIRST STUDENT INC	0101-0720-0-5812-5001-3600-865-00000000	\$37,087.50

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82B0738	NILES BIOLOGICAL	400.00	400.00	0163000073 4301	MATERIALS AND SUPPLIES
T82B0739	NILES BIOLOGICAL	200.00	200.00	0163000067 4301	MATERIALS AND SUPPLIES
T82C0862	TIME & ALARM SYSTEMS	83,722.00	83,722.00	0126000044 6274	OTHER CONSTRUCTION
T82C0863	TIME & ALARM SYSTEMS	83,303.00	83,303.00	0126000046 6274	OTHER CONSTRUCTION
T82C0864	TIME & ALARM SYSTEMS	81,418.00	81,418.00	0126000045 6274	OTHER CONSTRUCTION
T82C0865	DISCOVERY CUBE ORANGE COUNTY	1,074.00	1,074.00	0190170096 5821	ASSEMBLIES
T82C0866	DISCOVERY CUBE ORANGE COUNTY	1,186.00	1,186.00	0190170096 5821	ASSEMBLIES
T82C0867	SECO ELECTRIC & LIGHTING	99,043.25	99,043.25	0126000045 6274	OTHER CONSTRUCTION
T82C0868	ORANGE COUNTY DEPT OF EDUC	728.75	728.75	0130100029 5816	FIELD TRIPS / ADMISSION
T82C0869	NEW DIMENSION GEN CONSTRUCTION	61,255.96	61,255.96	0167620079 6274	OTHER CONSTRUCTION
T82C0870	XEROX FINANCIAL SERVICES LLC	1,250.97	1,250.97	0100030259 5640	RENTAL
T82P3247	GALLAGHER RENTALS INC	30,070.00	30,070.00	0100080141 5640	RENTAL
T82P3248	AMAZON.COM CORPORATE CREDIT	1,553.73	1,553.73	0190170262 4308	OFFICE SUPPLIES
T82P3249	AMAZON.COM CORPORATE CREDIT	322.38	322.38	0100030175 4210	BOOKS & REFERENCE MATERIALS
T82P3250	AMAZON.COM CORPORATE CREDIT	362.72	362.72	0100030094 4301	MATERIALS AND SUPPLIES
T82P3251	AMAZON.COM CORPORATE CREDIT	472.12	472.12	0100030168 4301	MATERIALS AND SUPPLIES
T82P3252	B & H PHOTO VIDEO	384.89	384.89	0167700029 4301	MATERIALS AND SUPPLIES
T82P3253	MUSIC THEATRE INTERNATIONAL	150.00	150.00	0190170093 5809	OTHER OPERATING EXPENDITURES
T82P3254	ORANGE COUNTY ZOO	116.00	116.00	0190170112 5816	FIELD TRIPS / ADMISSION
T82P3257	AMAZON.COM CORPORATE CREDIT	3,969.32	3,969.32	0126000083 4301	MATERIALS AND SUPPLIES
T82P3258	AMAZON.COM CORPORATE CREDIT	62.59	62.59	0100030129 4301	MATERIALS AND SUPPLIES
T82P3259	MUSIC THEATRE INTERNATIONAL	935.00	229.00	0190170093 4301	MATERIALS AND SUPPLIES
			706.00	0190170093 5809	OTHER OPERATING EXPENDITURES
T82P3260	AMAZON.COM CORPORATE CREDIT	357.03	357.03	0100030312 4301	MATERIALS AND SUPPLIES
T82P3261	AMAZON.COM CORPORATE CREDIT	391.49	391.49	0133100052 4308	OFFICE SUPPLIES
T82P3262	STARFALL EDUCATION	355.00	355.00	0190170109 5815	INTERNET RESOURCE
T82P3263	AMAZON.COM CORPORATE CREDIT	1,478.42	1,478.42	0167700028 4301	MATERIALS AND SUPPLIES
T82P3264	PRESIDENTS EDUC AWARDS PROG	227.18	227.18	0190170092 4301	MATERIALS AND SUPPLIES
T82P3265	AMAZON.COM CORPORATE CREDIT	259.12	259.12	0167700027 4301	MATERIALS AND SUPPLIES
T82P3266	AMAZON.COM CORPORATE CREDIT	145.22	145.22	0100031108 4301	MATERIALS AND SUPPLIES
2P3268	AMAZON.COM CORPORATE CREDIT	16.30	16.30	0167700030 4301	MATERIALS AND SUPPLIES

Page 55 of 786

User ID: KBITT

Report ID: PO010_Fund

<v. 030305>

Page No.: 1

Current Date: 04/22/2024

Current Time: 14:23:35

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3269	FOLLETT SCHOOL SOLUTIONS LLC	446.98	446.98	0100030085 4210	BOOKS & REFERENCE MATERIALS
T82P3271	PERMA BOUND	778.49	778.49	0107910932 4210	BOOKS & REFERENCE MATERIALS
T82P3272	AMAZON.COM CORPORATE CREDIT	308.17	308.17	0100031108 4301	MATERIALS AND SUPPLIES
T82P3273	AMAZON.COM CORPORATE CREDIT	42.41	42.41	0100030096 4301	MATERIALS AND SUPPLIES
T82P3274	DICK BLICK ART MATERIALS	3,598.87	3,598.87	0167700028 4301	MATERIALS AND SUPPLIES
T82P3275	AMAZON.COM CORPORATE CREDIT	423.95	423.95	0100030094 4301	MATERIALS AND SUPPLIES
T82P3276	TPRS BOOKS	191.39	166.39	0100030138 4210	BOOKS & REFERENCE MATERIALS
			25.00	0100030147 4301	MATERIALS AND SUPPLIES
T82P3277	WAYSIDE PUBLISHING	110.64	85.64	0100030138 4210	BOOKS & REFERENCE MATERIALS
			25.00	0100030147 4301	MATERIALS AND SUPPLIES
T82P3278	HORIZON EDUCATION	1,875.00	1,875.00	0130100024 5815	INTERNET RESOURCE
T82P3279	AMAZON.COM CORPORATE CREDIT	289.73	289.73	0100031108 4301	MATERIALS AND SUPPLIES
T82P3280	MODERN ILLUMINATION INC	19,696.00	19,696.00	0100080140 5640	RENTAL
T82P3283	MODERN ILLUMINATION INC	6,578.00	6,578.00	0100080140 5640	RENTAL
T82P3284	AMAZON.COM CORPORATE CREDIT	381.92	341.94	0100030094 4301	MATERIALS AND SUPPLIES
			39.98	0190170257 4301	MATERIALS AND SUPPLIES
T82P3285	AMAZON.COM CORPORATE CREDIT	489.36	489.36	0126000028 4343	COMP HRDWARE UNDER \$500
T82P3286	COMMITTEE FOR CHILDREN	1,215.83	1,215.83	0167620064 4301	MATERIALS AND SUPPLIES
T82P3287	AMAZON.COM CORPORATE CREDIT	8,989.55	8,989.55	0190170266 4343	COMP HRDWARE UNDER \$500
T82P3288	AMAZON.COM CORPORATE CREDIT	46.46	46.46	0100040529 4301	MATERIALS AND SUPPLIES
T82P3289	SILVER LINING TRAVEL	180.00	180.00	0163870061 5240	TRAINING & TRAVEL & CONFERENCE
T82P3290	SILVER LINING TRAVEL	180.00	180.00	0135500023 5240	TRAINING & TRAVEL & CONFERENCE
T82P3291	SILVER LINING TRAVEL	480.00	480.00	0135500023 5240	TRAINING & TRAVEL & CONFERENCE
T82P3292	CENTENNIAL FARM FOUNDATION	60.00	60.00	0190170114 5816	FIELD TRIPS / ADMISSION
T82P3293	BEHAVIORLIVE LLC	800.00	800.00	0107911319 5240	TRAINING & TRAVEL & CONFERENCE
T82P3294	AMAZON.COM CORPORATE CREDIT	24.96	24.96	0100030277 4301	MATERIALS AND SUPPLIES
T82P3295	LUCKY DEVIL LLC	332.00	332.00	0107230005 4317	OTHER TRANSPORTATION
T82P3296	COUNTRY CITY TOWING INC.	262.50	262.50	0107200004 5809	OTHER OPERATING EXPENDITURES
T82P3297	RIGHT RESPONSE LLC	375.00	375.00	0100041243 5809	OTHER OPERATING EXPENDITURES
T82P3298	FISHER SCIENTIFIC LLC	29.88	29.88	0100030034 4301	MATERIALS AND SUPPLIES
T82P3299	SOUTHWEST SCHOOL & OFFICE SUPP	272.46	272.46	0100030049 4301	MATERIALS AND SUPPLIES
2P3300	PERMA BOUND	244.85	244.85	0100030085 4210	BOOKS & REFERENCE MATERIALS

Page 56 of 786

User ID: KBITT

Report ID: PO010_Fund

<v. 030305>

Page No.: 2

Current Date: 04/22/2024

Current Time: 14:23:35

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3301	AMAZON.COM CORPORATE CREDIT	2,378.83	2,378.83	0100040532 4301	MATERIALS AND SUPPLIES
T82P3302	AMAZON.COM CORPORATE CREDIT	36.96	36.96	0100040529 4301	MATERIALS AND SUPPLIES
T82P3303	AMAZON.COM CORPORATE CREDIT	5,288.30	98.47	0100040582 4301	MATERIALS AND SUPPLIES
			5,189.83	0100040582 4343	COMP HRDWARE UNDER \$500
T82P3304	IRVINE PARK RAILROAD	402.00	402.00	0190170114 5816	FIELD TRIPS / ADMISSION
T82P3305	J W PEPPER OF LOS ANGELES	1,537.81	1,537.81	0100030107 4301	MATERIALS AND SUPPLIES
T82P3306	STUDENT TRANSPORTATION OF AMER	2,736.00	2,736.00	0107230005 5816	FIELD TRIPS / ADMISSION
T82P3307	SELPA ADMINISTRATORS	50.00	50.00	0165000022 5240	TRAINING & TRAVEL & CONFERENCE
T82P3308	COLLEGE BOARD PUBLICATIONS	265.00	265.00	0190170034 5240	TRAINING & TRAVEL & CONFERENCE
T82P3309	RMIHD INC	9,847.00	9,847.00	0100080141 5640	RENTAL
T82P3310	RMIHD INC	12,121.00	12,121.00	0100080140 5640	RENTAL
T82P3311	NILES BIOLOGICAL	64.17	64.17	0163000068 4301	MATERIALS AND SUPPLIES
T82P3312	PERMA BOUND	515.88	515.88	0107910932 4210	BOOKS & REFERENCE MATERIALS
T82P3313	PERMA BOUND	189.66	189.66	0100030085 4210	BOOKS & REFERENCE MATERIALS
T82P3314	ANIXTER DISTRIBUTION	1,740.00	1,740.00	0181500082 4313	MAINTENANCE
T82P3315	U.S. BANK	925.48	925.48	0100040582 4343	COMP HRDWARE UNDER \$500
T82P3316	AMAZON.COM CORPORATE CREDIT	42.93	42.93	0100030325 4301	MATERIALS AND SUPPLIES
T82P3317	WATER AND WIFI LLC	609.00	609.00	0181502347 4313	MAINTENANCE
T82P3319	WATER AND WIFI LLC	1,294.13	1,294.13	0181502645 5690	CONTRACTS-OTHER SERVICES
T82P3322	AMPLE POWER	10,405.00	10,405.00	0181500298 5640	RENTAL
T82P3323	AMAZON.COM CORPORATE CREDIT	121.97	121.97	0100031108 4301	MATERIALS AND SUPPLIES
T82P3324	IRVINE PARK RAILROAD	1,730.00	1,730.00	0190170097 5816	FIELD TRIPS / ADMISSION
T82P3325	AMAZON.COM CORPORATE CREDIT	1,395.14	1,395.14	0167700027 4301	MATERIALS AND SUPPLIES
T82P3326	AMAZON.COM CORPORATE CREDIT	639.58	639.58	0100030049 4301	MATERIALS AND SUPPLIES
T82P3328	SWANK MOVIE LICENSING USA	1,188.00	1,188.00	0190170114 5809	OTHER OPERATING EXPENDITURES
T82P3329	AMAZON.COM CORPORATE CREDIT	333.02	333.02	0100030159 4301	MATERIALS AND SUPPLIES
T82P3330	AMAZON.COM CORPORATE CREDIT	662.96	293.38	0100041568 4308	OFFICE SUPPLIES
			369.58	0100041568 4338	FOOD SUPPLIES
T82P3331	BAILEY CERAMIC SUPPLIES	5,238.25	5,238.25	0167700027 4301	MATERIALS AND SUPPLIES
T82P3332	VALENCIA HIGH SCHOOL ASB	565.11	565.11	0100000076 8699	ALL OTHER LOCAL REVENUE
T82P3333	EL DORADO HIGH SCHOOL ASB	448.05	448.05	0100000076 8699	ALL OTHER LOCAL REVENUE
T82P3334	ESPERANZA HIGH SCHOOL ASB	365.82	365.82	0100000076 8699	ALL OTHER LOCAL REVENUE

Page 57 of 786

User ID: KBITT

Report ID: PO010_Fund

<v. 030305>

Page No.: 3

Current Date: 04/22/2024

Current Time: 14:23:35

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3335	EL CAMINO REAL ASB	26.21	26.21	0100000076 8699	ALL OTHER LOCAL REVENUE
T82P3336	AMAZON.COM CORPORATE CREDIT	253.63	253.63	0130100024 4210	BOOKS & REFERENCE MATERIALS
T82P3338	AMAZON.COM CORPORATE CREDIT	204.54	204.54	0167620029 4301	MATERIALS AND SUPPLIES
T82P3339	PERMA BOUND	204.10	204.10	0100030085 4210	BOOKS & REFERENCE MATERIALS
T82P3340	PERMA BOUND	200.09	200.09	0100030085 4210	BOOKS & REFERENCE MATERIALS
T82P3342	A C S A FOUNDATION FOR ED ADMI	3,750.00	3,750.00	0162660339 5240	TRAINING & TRAVEL & CONFERENCE
T82P3343	GEORGE BRYANT CONSTRUCTION INC	6,895.00	6,895.00	0181502404 5690	CONTRACTS-OTHER SERVICES
T82P3344	AMAZON.COM CORPORATE CREDIT	136.81	136.81	0100031108 4301	MATERIALS AND SUPPLIES
T82P3345	PERMA BOUND	186.71	186.71	0100030085 4210	BOOKS & REFERENCE MATERIALS
T82P3346	HERO WRAPS	1,975.00	1,975.00	0181502856 5690	CONTRACTS-OTHER SERVICES
T82P3347	AMAZON.COM CORPORATE CREDIT	57.18	57.18	0100030144 4301	MATERIALS AND SUPPLIES
T82P3348	IMPERIAL BAND INSTRUMENTS	2,496.48	2,496.48	0167700023 4301	MATERIALS AND SUPPLIES
T82P3349	U.S. BANK	460.88	460.88	0100010029 4308	OFFICE SUPPLIES
T82P3351	PERMA BOUND	400.50	400.50	0100030426 4210	BOOKS & REFERENCE MATERIALS
T82P3352	LEXIA VOYAGER SOPRIS INC	1,000.00	1,000.00	010791137 5240	TRAINING & TRAVEL & CONFERENCE
T82V0321	LAKESHORE LEARNING	10,432.06	4,549.82	0190890005 4301	MATERIALS AND SUPPLIES
			3,059.08	0190890005 4330	FURNITURE
			2,823.16	0190890005 4410	EQUIP NO DEP \$500-\$4999
T82V0322	LAKESHORE LEARNING	7,742.94	4,324.91	0190890005 4301	MATERIALS AND SUPPLIES
			1,626.91	0190890005 4330	FURNITURE
			1,791.12	0190890005 4410	EQUIP NO DEP \$500-\$4999
T82V0323	HOME DEPOT	6,214.54	20.62	0126000083 4301	MATERIALS AND SUPPLIES
			5,005.89	0167700029 4301	MATERIALS AND SUPPLIES
			1,188.03	0167700029 4410	EQUIP NO DEP \$500-\$4999
T82V0324	AMAZON.COM CORPORATE CREDIT	4,733.20	4,147.05	0167620029 4301	MATERIALS AND SUPPLIES
			586.15	0167620029 4410	EQUIP NO DEP \$500-\$4999
T82V0325	AMAZON.COM CORPORATE CREDIT	1,460.13	1,086.39	0100030049 4410	EQUIP NO DEP \$500-\$4999
			373.74	0100030072 4301	MATERIALS AND SUPPLIES
T82V0326	DICK BLICK ART MATERIALS	22,652.81	9,740.05	0167700029 4301	MATERIALS AND SUPPLIES
			12,912.76	0167700029 4410	EQUIP NO DEP \$500-\$4999
T82V0327	B & H PHOTO VIDEO	1,530.20	771.56	0167700029 4301	MATERIALS AND SUPPLIES
			758.64	0167700029 4410	EQUIP NO DEP \$500-\$4999

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82V0328	CDW G INC	1,440.94	1,440.94	0190170266 4410	EQUIP NO DEP \$500-\$4999
T82V0329	CULVER-NEWLIN	20,560.01	7,336.71	0126000024 4330	FURNITURE
			13,223.30	0126000024 4410	EQUIP NO DEP \$500-\$4999
T82V0330	CULVER-NEWLIN	13,484.83	978.75	0126000024 4330	FURNITURE
			12,506.08	0126000024 4410	EQUIP NO DEP \$500-\$4999
T82V0331	CULVER-NEWLIN	10,014.57	10,014.57	0190170094 4410	EQUIP NO DEP \$500-\$4999
T82V0332	CULVER-NEWLIN	15,183.16	6,720.49	0126000024 4330	FURNITURE
			8,462.67	0126000024 4410	EQUIP NO DEP \$500-\$4999
T82V0334	CULVER-NEWLIN	13,436.28	1,456.38	0126000024 4330	FURNITURE
			11,979.90	0126000024 4410	EQUIP NO DEP \$500-\$4999
T82V0335	CULVER-NEWLIN	28,094.05	12,242.99	0126000024 4330	FURNITURE
			15,851.06	0126000024 4410	EQUIP NO DEP \$500-\$4999
T82V0336	APPLE COMPUTER INC	2,286.65	4.00	0167700027 4343	COMP HRDWARE UNDER \$500
			2,282.65	0167700027 4411	COMP HARDWRE NO DEP \$500-\$4999
T82V0337	CULVER-NEWLIN	17,650.38	195.75	0126000024 4330	FURNITURE
			17,454.63	0126000024 4410	EQUIP NO DEP \$500-\$4999
T82V0338	CULVER-NEWLIN	15,285.74	2,558.07	0126000024 4330	FURNITURE
			12,727.67	0126000024 4410	EQUIP NO DEP \$500-\$4999
T82V0339	IMPERIAL BAND INSTRUMENTS	7,833.38	960.39	0167620016 4301	MATERIALS AND SUPPLIES
			6,872.99	0167620016 4410	EQUIP NO DEP \$500-\$4999
T82V0340	MUSIC & ARTS CENTER	2,365.95	2,365.95	0167700027 4410	EQUIP NO DEP \$500-\$4999
T82V0341	WENGER CORP	1,280.18	1,280.18	0167700027 4301	MATERIALS AND SUPPLIES
	Fund 01 Total:	788,981.02	788,981.02		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82C0876	NEW DIMENSION GEN CONSTRUCTION	255,430.62	255,430.62	1290610061 6274	OTHER CONSTRUCTION
T82P3256	AMAZON.COM CORPORATE CREDIT	289.58	72.40	1290620011 4301	MATERIALS AND SUPPLIES
			72.40	1290620013 4301	MATERIALS AND SUPPLIES
			72.40	1290620015 4301	MATERIALS AND SUPPLIES
			72.38	1290620016 4301	MATERIALS AND SUPPLIES
	Fund 12 Total:	255,720.20	255,720.20		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82N0096	E-CONTROL SYSTEMS INC	11,318.11	10,218.11	1353100015 4410	EQUIP NO DEP \$500-\$4999
			1,100.00	1353100015 5690	CONTRACTS-OTHER SERVICES
T82N0097	MY SCHOOL RD INC	3,000.00	3,000.00	1353100015 5810	PROFESSIONAL/CONSULTING SRV.
	Fund 13 Total:	14,318.11	14,318.11		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82C0872	NEW DIMENSION GEN CONSTRUCTION	557,069.77	557,069.77	2592650009 6270	MAIN BUIDLING CONTRACTOR
T82C0873	NEW DIMENSION GEN CONSTRUCTION	467,749.43	467,749.43	2592650010 6270	MAIN BUIDLING CONTRACTOR
T82C0874	NEW DIMENSION GEN CONSTRUCTION	447,163.30	447,163.30	2592650008 6270	MAIN BUIDLING CONTRACTOR
T82C0875	NEW DIMENSION GEN CONSTRUCTION	64,346.06	64,346.06	2592610036 6274	OTHER CONSTRUCTION
T82P3321	GEOTEK INC	976.00	976.00	2592650004 6280	CONSTRUCTION TESTING
T82P3350	SOUTHERN CALIFORNIA NEWS GROUP	1,558.59	1,558.59	2592610036 5806	ADVERTISEMENT EXPENSE
Fund 25 Total:		1,538,863.15	1,538,863.15		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82C0871	I & B FLOORING	79,681.85	79,681.85	4592610056 6270	MAIN BUIDLING CONTRACTOR
T82C0878	MIRACLE RECREATION EQUIP CO	29,666.72	29,666.72	4592610057 6270	MAIN BUIDLING CONTRACTOR
T82P3318	SUNSTATE EQUIPMENT CO	1,028.12	1,028.12	4592450005 5640	RENTAL
T82P3320	IML SECURITY SUPPLY	9,661.35	9,661.35	4592610059 4313	MAINTENANCE
T82P3341	COAST ARBOR	4,950.00	4,950.00	4592610057 6274	OTHER CONSTRUCTION
Fund 45 Total:		124,988.04	124,988.04		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/14/2024

TO 04/20/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
Total Account Amount:			2,722,870.52		

DATE OF BOARD APPROVAL MAY 7, 2024

2023/2024 SCHOOL YEAR

APRIL 21, 2024 THROUGH APRIL 27, 2024

DECREASED PURCHASE ORDER

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
		NONE	

CANCELED PURCHASE ORDERS

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
		NONE	

INCREASED PURCHASE ORDERS

<u>P.O.#</u>	<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
T82B0731	NEVCO SCOREBOARD	0101-8150-0-5690-0000-8110-850-00083000	\$1,000.00
T82B0415	TRILLIUM USA	0101-0723-0-4348-1110-3600-865-00000000	\$20,930.95
T82B0269	FACILITY SOLUTIONS GROUP	0101-0003-0-4309-1110-8200-430-00000000	\$300.00
T82B0234	SOUTHWEST SCHOOL & OFFICE SUPPLY	0101-0003-0-4301-1110-1000-230-00000000	\$2,000.00
T82C0843	SECO ELECTRIC	0101-8150-0-4313-0000-8110-110-00082000	\$517.23
T82C0476	THE STEPPING STONES GROUP, LLC.	0101-6500-0-5810-5770-1190-650-00077200	\$90,000.00
T82C0463	SOLIANT HEALTH	0101-6500-0-5151-5770-1190-650-00077200	\$35,000.00
T82C0603	MAXIM HEALTHCARE	0101-6500-0-5151-5770-1180-650-00077200	\$200,000.00
T82B0061	SUPPLYMASTER	0101-0003-0-4308-1110-1000-130-00000000	\$500.00
T82B0061	SUPPLYMASTER	0101-0003-0-4301-1110-1000-130-00000000	\$1,000.00
T82B0062	GLASBY	0101-0003-0-4309-1110-8200-130-00000000	\$2,000.00
T82B0500	SMART & FINAL	0101-0003-0-4338-0000-2700-220-00000000	\$50.00
T82B0574	BIAANI CAFE & KITCHEN LLC	0101-0003-0-4338-0000-2700-220-00000000	\$210.15
T82C0626	TAO ROSSINI A PROFESSIONAL CORP	0101-0001-0-5807-0000-7200-990-00000000	\$10,000.00

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/21/2024 TO 04/27/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82B0740	GLASBY MAINTENANCE SUPPLY	2,000.00	2,000.00	0101-9017-0-4309-1110-8200-400-00000000	CUSTODIAL
T82B0741	BELO, BRUCE MICHAEL	870.00	870.00	0101-6770-0-4301-1110-1000-100-00000000	MATERIALS AND SUPPLIES
T82B0742	NILES BIOLOGICAL	300.00	300.00	0101-6300-0-4301-1110-1000-450-00000000	MATERIALS AND SUPPLIES
T82C0879	TRAVEL TEENS EDUCATIONAL TOURS	2,425.00	2,425.00	0101-3010-0-5861-1110-1000-380-00000000	PPO HIGH RETIREE
T82C0880	CALIF WEEKLY EXPLORER INC	102.99	102.99	0101-0003-0-5821-1110-1000-160-00000000	ASSEMBLIES
T82C0881	ORANGE COUNTY DEPT OF ED	610.00	610.00	0101-9017-0-5821-1110-1000-490-00000000	ASSEMBLIES
T82P3327	AMAZON.COM CORPORATE CREDIT	1,754.72	1,754.72	0101-6770-0-4301-1110-1000-100-00000000	MATERIALS AND SUPPLIES
T82P3337	AMPLE POWER	7,230.00	7,230.00	0101-8150-0-5640-0000-8110-100-00083600	RENTAL
T82P3353	AMAZON.COM CORPORATE CREDIT	413.76	413.76	0101-3010-0-4210-1110-1000-250-00000000	BOOKS & REFERENCE
T82P3354	AMAZON.COM CORPORATE CREDIT	573.03	573.03	0101-3010-0-4210-1110-1000-250-00000000	BOOKS & REFERENCE
T82P3355	JM JUSTUS FENCE COMPANY	3,655.00	3,655.00	0101-8150-0-5690-0000-8110-130-00080700	CONTRACTS-OTHER SERVICES
T82P3357	ORANGE COUNTY DEPT OF ED	906.50	906.50	0101-9017-0-5816-1110-1000-420-00000000	FIELD TRIPS / ADMISSION
T82P3358	MIRACLE RECREATION EQUIP CO	10,219.29	10,219.29	0101-8150-0-5690-0000-8110-350-00083500	CONTRACTS-OTHER SERVICES
T82P3359	AMAZON.COM CORPORATE CREDIT	201.15	201.15	0101-0003-0-4301-1110-1000-140-00015900	MATERIALS AND SUPPLIES
T82P3360	AMAZON.COM CORPORATE CREDIT	53.89	53.89	0101-6387-0-4301-3800-1000-640-01500000	MATERIALS AND SUPPLIES
T82P3361	SOFTCHOICE CORPORATION	525.00	525.00	0101-0004-0-4342-1110-1000-810-00000000	COMP SOFTWARE UNDER \$500
T82P3362	AMAZON.COM CORPORATE CREDIT	148.84	148.84	0101-6762-0-4301-1110-1000-210-00000100	MATERIALS AND SUPPLIES
T82P3364	DEMCO INC	258.80	258.80	0101-0003-0-4301-1110-1000-130-00015900	MATERIALS AND SUPPLIES
T82P3367	WIRTH GAS EQUIPMENT INC	3,692.00	3,692.00	0101-8150-0-5690-0000-8110-100-00080600	CONTRACTS-OTHER SERVICES
T82P3368	CUSTOMINK LLC	509.12	509.12	0101-0003-0-4301-1110-1000-250-00000000	MATERIALS AND SUPPLIES
T82P3369	SCHOOL SPECIALTY LLC	635.75	635.75	0101-6770-0-4301-1110-1000-110-00000000	MATERIALS AND SUPPLIES
T82P3370	SHAR PRODUCTS	3,214.49	3,214.49	0101-6762-0-4301-1110-1000-621-00000000	MATERIALS AND SUPPLIES
T82P3371	AARDVARK CLAY & SUPPLIES INC	5,452.56	5,452.56	0101-6770-0-4301-1110-1000-100-00000000	MATERIALS AND SUPPLIES
T82P3372	FISHER SCIENTIFIC LLC	241.95	241.95	0101-0003-0-4301-1110-1000-100-00015100	MATERIALS AND SUPPLIES
T82P3373	PERMA BOUND	129.90	129.90	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
T82P3374	AMAZON.COM CORPORATE CREDIT	1,198.81	1,174.30	0101-6762-0-4301-0000-8500-220-90030100	MATERIALS AND SUPPLIES
			24.51	0101-6762-0-4311-0000-8500-220-90030100	WAREHOUSE REPLAC DAMAGED
T82P3375	WISE GUYS PIZZERIA	1,720.26	1,720.26	0101-0004-0-4338-1110-2100-645-02412000	FOOD SUPPLIES
T82P3376	PERMA BOUND	182.94	182.94	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
T82P3377	PERMA BOUND	168.92	168.92	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
2P3378	AMAZON.COM CORPORATE CREDIT	26.89	26.89	0101-0003-0-4301-1110-1000-510-00000000	MATERIALS AND SUPPLIES

Page 66 of 786

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/21/2024 TO 04/27/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3379	PERMA BOUND	131.82	131.82	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
T82P3380	PERMA BOUND	156.08	156.08	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
T82P3381	CDE PRESS	19,357.79	19,357.79	0101-0001-0-5814-0000-7200-990-00000000	FEDERAL INTEREST EXPENSE
T82P3382	SOUTHWEST SCHOOL & OFFICE SUPP	1,820.75	1,820.75	0101-3010-0-4301-1110-1000-625-02121400	MATERIALS AND SUPPLIES
T82P3383	GOPHER SPORT	1,202.77	1,202.77	0101-0004-0-4301-1110-1000-635-01100000	MATERIALS AND SUPPLIES
T82P3384	SAGE PUBLICATIONS	122.67	122.67	0101-0004-0-4301-1110-1000-645-00021900	MATERIALS AND SUPPLIES
T82P3385	GLASBY MAINTENANCE SUPPLY	717.10	717.10	0101-2600-0-4301-1110-1000-670-00000000	MATERIALS AND SUPPLIES
T82P3386	J W PEPPER OF LOS ANGELES	2,305.29	2,305.29	0101-6762-0-4301-1110-1000-621-00000000	MATERIALS AND SUPPLIES
T82P3387	AMAZON.COM CORPORATE CREDIT	92.43	92.43	0101-2600-0-4343-1110-2100-670-00000000	COMP HRDWARE UNDER \$500
T82P3388	AMAZON.COM CORPORATE CREDIT	71.26	71.26	0101-0003-0-4301-1110-1000-240-00015000	MATERIALS AND SUPPLIES
T82P3389	J W PEPPER OF LOS ANGELES	2,247.41	2,247.41	0101-6762-0-4301-1110-1000-621-00000000	MATERIALS AND SUPPLIES
T82P3390	AMAZON.COM CORPORATE CREDIT	169.13	169.13	0101-0003-0-4301-5750-1110-441-00000000	MATERIALS AND SUPPLIES
T82P3391	FOLLETT SCHOOL SOLUTIONS LLC	238.35	238.35	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
T82P3392	AMAZON.COM CORPORATE CREDIT	58.07	58.07	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3393	AMAZON.COM CORPORATE CREDIT	2,173.64	2,173.64	0101-6770-0-4301-1110-1000-100-00000000	MATERIALS AND SUPPLIES
T82P3394	DEMCO INC	113.08	113.08	0101-0003-0-4301-1110-1000-130-00015900	MATERIALS AND SUPPLIES
T82P3395	AMAZON.COM CORPORATE CREDIT	56.33	56.33	0101-6762-0-4301-1110-1000-210-00000100	MATERIALS AND SUPPLIES
T82P3396	PITSCO EDUCATION LLC	939.06	939.06	0101-4127-0-4301-1110-1000-685-01620700	MATERIALS AND SUPPLIES
T82P3397	AMAZON.COM CORPORATE CREDIT	118.54	118.54	0101-0003-0-4301-1110-1000-210-00000000	MATERIALS AND SUPPLIES
T82P3398	AMAZON.COM CORPORATE CREDIT	76.34	76.34	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3399	AMAZON.COM CORPORATE CREDIT	23.91	23.91	0101-0003-0-4301-1110-1000-130-00015600	MATERIALS AND SUPPLIES
T82P3400	YAMAHA GOLF CARS OF CALIF INC	1,539.37	1,539.37	0101-8150-0-5640-0000-8110-100-00083600	RENTAL
T82P3401	IRVINE PARK RAILROAD	1,120.00	1,120.00	0101-9017-0-5816-1110-1000-500-00000000	FIELD TRIPS / ADMISSION
T82P3402	FLINN SCIENTIFIC INC	1,495.95	1,495.95	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3403	HOME DEPOT	164.25	164.25	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3404	YAMAHA GOLF CARS OF CALIF INC	1,539.37	1,539.37	0101-8150-0-5640-0000-8110-140-00083600	RENTAL
T82P3405	AMAZON.COM CORPORATE CREDIT	38.05	38.05	0101-0003-0-4301-1110-1000-170-00000000	MATERIALS AND SUPPLIES
T82P3406	AMAZON.COM CORPORATE CREDIT	35.77	35.77	0101-0008-0-4301-0000-8200-805-10183600	MATERIALS AND SUPPLIES
T82P3407	AMAZON.COM CORPORATE CREDIT	20.98	20.98	0101-0791-0-4301-1110-1000-360-01300000	MATERIALS AND SUPPLIES
T82P3408	U.S. BANK	714.91	714.91	0101-6500-0-5240-5050-2100-650-00000000	TRAINING & TRAVEL &
T82P3409	DISNEYLAND	8,928.00	8,928.00	0101-6387-0-5240-3800-1000-640-01500000	TRAINING & TRAVEL &
2P3410	PERMA BOUND	235.45	235.45	0101-0791-0-4210-1110-1000-450-00000000	BOOKS & REFERENCE

Page 67 of 786

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/21/2024 TO 04/27/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3411	ORTEGA, LAW OFFICE OF MICHELLE	8,000.00	8,000.00	0101-6500-0-5817-5001-2100-650-00000000	LEGAL FEES SETTLEMENT AGMT
T82P3412	SIERRA VISTA ELEMENTARY SCHOOL	8,044.00	8,044.00	0101-0008-0-5808-0000-8200-111-10200000	USER GROUP PROCEEDS
T82P3413	FRAUD HOTLINE LLC	1,200.00	1,200.00	0101-0004-0-5815-1110-1000-810-00000000	INTERNET RESOURCE
T82P3414	ANATOMY WAREHOUSE	2,392.51	2,392.51	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3415	AMAZON.COM CORPORATE CREDIT	344.46	344.46	0101-2600-0-4301-1110-1000-625-00051500	MATERIALS AND SUPPLIES
T82P3416	AMAZON.COM CORPORATE CREDIT	66.30	66.30	0101-0004-0-4308-0000-7300-815-00000000	OFFICE SUPPLIES
T82P3417	FOLLETT SCHOOL SOLUTIONS LLC	164.48	164.48	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
T82P3418	SUPPLYMASTER INC	119.81	119.81	0101-0003-0-4301-1110-1000-210-00014000	MATERIALS AND SUPPLIES
T82P3419	FOLLETT SCHOOL SOLUTIONS LLC	84.76	84.76	0101-0003-0-4210-1110-1000-130-00000000	BOOKS & REFERENCE
T82P3420	AMAZON.COM CORPORATE CREDIT	1,996.66	1,996.66	0101-6300-0-4301-1110-1000-635-02115100	MATERIALS AND SUPPLIES
T82P3421	AMAZON.COM CORPORATE CREDIT	586.86	586.86	0101-6300-0-4301-1110-1000-635-02115100	MATERIALS AND SUPPLIES
T82P3422	AMAZON.COM CORPORATE CREDIT	317.04	317.04	0101-2600-0-4301-1110-1000-670-00051500	MATERIALS AND SUPPLIES
T82P3423	AMAZON.COM CORPORATE CREDIT	1,015.58	187.01	0101-0004-0-4301-1110-1000-810-00000000	MATERIALS AND SUPPLIES
			828.57	0101-0004-0-4343-1110-1000-810-00000000	COMP HRDWARE UNDER \$500
T82P3424	HOME DEPOT	97.93	97.93	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3425	AMAZON.COM CORPORATE CREDIT	269.40	269.40	0101-0791-0-4301-1110-1000-340-02300000	MATERIALS AND SUPPLIES
T82P3426	AMAZON.COM CORPORATE CREDIT	2,026.69	2,026.69	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3427	ATLAS RADIATOR INC	1,071.19	1,071.19	0101-0004-0-4313-1110-3600-865-00000000	MAINTENANCE
T82P3428	FLINN SCIENTIFIC INC	778.43	778.43	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
T82P3429	U.S. BANK	356.11	356.11	0101-9017-0-4301-1110-1000-530-00000000	MATERIALS AND SUPPLIES
T82P3430	SOUTHWEST SCHOOL & OFFICE SUPP	27,405.00	27,405.00	0101-0000-0-9320-0000-0000-000-00000000	STORES
T82P3431	AMAZON.COM CORPORATE CREDIT	3,559.52	3,559.52	0101-6300-0-4301-1110-1000-635-02115100	MATERIALS AND SUPPLIES
T82P3432	ULINE INC	683.92	683.92	0101-6762-0-4301-0000-8500-220-90030100	MATERIALS AND SUPPLIES
T82P3433	U.S. BANK	276.92	276.92	0101-6762-0-4301-0000-8500-220-90030100	MATERIALS AND SUPPLIES
T82P3434	HOME DEPOT	31.20	31.20	0101-6762-0-4301-0000-8500-220-90030100	MATERIALS AND SUPPLIES
T82P3435	AMAZON.COM CORPORATE CREDIT	558.17	558.17	0101-0004-0-4301-1110-1000-635-01100000	MATERIALS AND SUPPLIES
T82P3436	AMAZON.COM CORPORATE CREDIT	156.63	156.63	0101-3310-0-4308-5001-2100-650-00000000	OFFICE SUPPLIES
T82P3437	AMAZON.COM CORPORATE CREDIT	253.94	16.18	0101-0004-0-4301-1110-1000-810-00000000	MATERIALS AND SUPPLIES
			237.76	0101-0004-0-4343-1110-1000-810-00000000	COMP HRDWARE UNDER \$500
T82P3438	AMAZON.COM CORPORATE CREDIT	92.42	92.42	0101-4127-0-4301-1110-1000-706-04420800	MATERIALS AND SUPPLIES
T82P3439	AMAZON.COM CORPORATE CREDIT	305.37	152.68	0101-0720-0-4315-5001-3600-865-00000000	BUS
			152.69	0101-0723-0-4315-1110-3600-865-00000000	BUS

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/21/2024 TO 04/27/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82V0342	APPLE COMPUTER INC	2,505.60	5.44	0101-6770-0-4343-1110-1000-100-00000000	COMP HRDWARE UNDER \$500
			2,500.16	0101-6770-0-4411-1110-1000-100-00000000	COMP HARDWRE NO DEP \$500-
T82V0344	SECO ELECTRIC & LIGHTING	2,877.43	2,877.43	0101-8150-0-5690-0000-8110-480-00082000	CONTRACTS-OTHER SERVICES
T82V0345	MELHART MUSIC CENTER	3,445.00	445.00	0101-6762-0-4301-1110-1000-621-00000000	MATERIALS AND SUPPLIES
			3,000.00	0101-6762-0-4410-1110-1000-621-00000000	EQUIP NO DEP \$500-\$4999
T82V0346	SWEETWATER SOUND INC	4,485.72	467.59	0101-6770-0-4301-1110-1000-100-00000000	MATERIALS AND SUPPLIES
			4,018.13	0101-6770-0-4410-1110-1000-100-00000000	EQUIP NO DEP \$500-\$4999
T82V0348	CDW G INC	2,446.88	2,446.88	0101-6762-0-4410-0000-8500-220-90030100	EQUIP NO DEP \$500-\$4999
T82V0350	DRILLCOMP INC	1,419.56	1,419.56	0101-6770-0-4410-1110-1000-100-00000000	EQUIP NO DEP \$500-\$4999
T82V0351	FISHER SCIENTIFIC LLC	3,427.56	2,379.60	0101-6300-0-4301-1110-1000-640-02115100	MATERIALS AND SUPPLIES
			1,047.96	0101-6300-0-4410-1110-1000-640-02115100	EQUIP NO DEP \$500-\$4999
T82V0352	U.S. BANK	1,972.47	1,972.47	0101-6762-0-4410-0000-8500-220-90030100	EQUIP NO DEP \$500-\$4999
T82V0353	DELL COMPUTER CORP	1,555.58	1,555.58	0101-0003-0-4411-1110-1000-130-00000000	COMP HARDWRE NO DEP \$500-
T82V0354	APPLE COMPUTER INC	8,541.65	8,541.65	0101-6762-0-4410-0000-8500-220-90030100	EQUIP NO DEP \$500-\$4999
T82V0355	APPLE COMPUTER INC	8,719.56	8,719.56	0101-6387-0-4411-3800-1000-640-01500000	COMP HARDWRE NO DEP \$500-
T82V0356	CDW G INC	152,409.00	1,681.50	0101-6762-0-4410-0000-8500-220-90030100	EQUIP NO DEP \$500-\$4999
			150,727.50	0101-6762-0-4411-0000-8500-220-90030100	COMP HARDWRE NO DEP \$500-
T82V0357	BEST BUY FOR BUSINESS	2,052.70	2,052.70	0101-6762-0-4410-0000-8500-220-90030100	EQUIP NO DEP \$500-\$4999
T82V0358	B & H PHOTO VIDEO	23,217.66	4,616.52	0101-6387-0-4301-3800-1000-640-01500000	MATERIALS AND SUPPLIES
			18,601.14	0101-6387-0-4410-3800-1000-640-01500000	EQUIP NO DEP \$500-\$4999
T82V0359	NATIONAL BUSINESS FURN LLC	1,624.48	1,624.48	0101-0004-0-4410-1110-1000-621-00000000	EQUIP NO DEP \$500-\$4999
	Fund 01 Total:	380,401.63	380,401.63		

PLACENTIA USD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/07/2024**

FROM 04/21/2024 TO 04/27/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3365	VECTOR ENVIRONMENTAL CONSULTIN	950.00	950.00	1414-0203-0-5690-0000-8110-130-00082600	CONTRACTS-OTHER SERVICES
	Fund 14 Total:	950.00	950.00		

PLACENTIA USD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/07/2024**

FROM 04/21/2024 TO 04/27/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3363	VECTOR ENVIRONMENTAL CONSULTIN	600.00	600.00	2525-9261-0-6280-0000-8500-630-00030100	CONSTRUCTION TESTING
	Fund 25 Total:	600.00	600.00		

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/21/2024 TO 04/27/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
T82P3356	RWP	3,982.44	3,982.44	2545-9261-0-6274-0000-8500-410-00383500	OTHER CONSTRUCTION
T82V0343	MIRACLE RECREATION EQUIP CO	18,628.11	18,628.11	2545-9261-0-6270-0000-8500-420-00330100	MAIN BUIDLING CONTRACTOR
	Fund 45 Total:	22,610.55	22,610.55		

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/07/2024

FROM 04/21/2024 TO 04/27/2024

PO
NUMBER **VENDOR**

PO **ACCOUNT ACCOUNT**
TOTAL **AMOUNT** **NUMBER**

OBJECT DESCRIPTION

Total Account Amount:

404,562.18

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

REPORT OF WARRANT TOTALS ISSUED

Background	
Expenditures (April 7, 2024 through April 27, 2024)	\$8,702,175.81
Payroll Registers	<u>\$ 6,215,708.75</u>
Total	\$14,917,884.56

Administrator
Gary Stine, Assistant Superintendent, Administrative Services

Placentia-Yorba Linda Unified School District
May 7, 2024

Check Numbers: 262934 - 263631

Approve Expenditures 4-7-24 through 4-27-24

General	Fund 0101	\$ 2,899,580.76
Special Education Pass Through	Fund 1010	\$ 1,056,664.43
Child Development	Fund 1212	\$ 12,678.10
Cafeteria	Fund 1313	\$ 578,246.76
Deferred Maintenance	Fund 1414	\$ 58,369.73
Capital Facilities Fund/2525	Fund 2525	\$ 23,166.08
Capital Facilities/2545	Fund 2545	\$ 168,879.25
School Facilities Fund Prop 47/3539	Fund 3539	\$ 44,033.53
Special Reserve	Fund 4040	\$ 4,050.00
Insurance - Workers Comp	Fund 6768	\$ 203,563.75
Insurance - Health & Welfare	Fund 6769	\$ 3,627,858.82
Insurance - Property Loss	Fund 6770	\$ 25,084.60

Total Expenditures: \$8,702,175.81

Payroll Registers:

Certificated		\$ 0.00
Classified	9B	\$ 6,215,708.75

Total Payroll Registers: \$ 6,215,708.75

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00262934	V8200078	AARDVARK CLAY & SUPPLIES INC	04/08/24		MW	0101-6770-0-4301-1110-1000-140	4,609.84
82 00262935	V8214174	ANATOMY WAREHOUSE	04/08/24		MW	0101-6300-0-4301-1110-1000-640	450.42
82 00262936	V8206590	APPLE COMPUTER INC	04/08/24		MW	0101-3310-0-4301-5770-1190-650	364.96
82 00262936	V8206590	APPLE COMPUTER INC	04/08/24		MW	0101-3310-0-4343-5770-1190-650	1,645.80
82 00262936	V8206590	APPLE COMPUTER INC	04/08/24		MW	0101-3310-0-4411-5770-1190-650	984.58
82 00262936	V8206590	APPLE COMPUTER INC	04/08/24		MW	0101-3310-0-4301-5001-2100-650	99.99
82 00262936	V8206590	APPLE COMPUTER INC	04/08/24		MW	0101-6500-0-4343-5770-1190-650	329.16
82 00262936	V8206590	APPLE COMPUTER INC	04/08/24		MW	0101-6500-0-4301-5001-2100-650	299.99
82 00262937	V8211146	ART MASTERS ACADEMY LLC	04/08/24		MW	0101-6762-0-5821-1110-1000-490	1,310.00
82 00262938	V8201624	B & H PHOTO VIDEO	04/08/24		MW	0101-0003-0-4301-1110-1000-110	240.61
82 00262938	V8201624	B & H PHOTO VIDEO	04/08/24		MW	0101-6387-0-4301-3800-1000-640	4,139.38
82 00262938	V8201624	B & H PHOTO VIDEO	04/08/24		MW	0101-6387-0-4410-3800-1000-640	14,644.55
82 00262938	V8201624	B & H PHOTO VIDEO	04/08/24		MW	0101-6770-0-4301-1110-1000-140	464.15
82 00262938	V8201624	B & H PHOTO VIDEO	04/08/24		MW	0101-6770-0-4410-1110-1000-140	2,376.30
82 00262939	V8211783	BLOCK, DAVID	04/08/24		MW	0101-0004-0-5809-0000-7150-700	500.00
82 00262940	V8214314	BULKAPPAREL.COM	04/08/24		MW	0101-6770-0-4301-1110-1000-140	2,789.32
82 00262941	V8201027	CENGAGE LEARNING	04/08/24		MW	0101-6300-0-4110-1110-1000-685	48,428.75
82 00262941	V8201027	CENGAGE LEARNING	04/08/24		MW	0101-6300-0-4110-1110-1000-640	61,239.85
82 00262942	V8200304	COLONIAL CHESTERFIELD AT RILEY	04/08/24		MW	0101-9017-0-5816-1110-1000-350	1,836.00
82 00262942	V8200304	COLONIAL CHESTERFIELD AT RILEY	04/08/24		MW	0101-9017-0-5816-1110-1000-360	1,101.60
82 00262942	V8200304	COLONIAL CHESTERFIELD AT RILEY	04/08/24		MW	0101-9017-0-5816-1110-1000-410	1,912.50
82 00262942	V8200304	COLONIAL CHESTERFIELD AT RILEY	04/08/24		MW	0101-9017-0-5816-1110-1000-510	1,305.60
82 00262943	V8200332	COSTCO WHOLESALE	04/08/24		MW	0101-0004-0-4338-1110-2100-635	37.76
82 00262944	V8214194	CREATIVE STORE SOLUTIONS INC	04/08/24		MW	0101-9017-0-4410-0000-2700-240	3,529.56
82 00262945	V8200348	CURRICULUM ASSOCIATES LLC	04/08/24		MW	0101-3310-0-4305-5770-1190-650	190.00
82 00262946	V8200119	DEMCO INC	04/08/24		MW	0101-0003-0-4301-1110-1000-130	204.22
82 00262946	V8200119	DEMCO INC	04/08/24		MW	0101-0003-0-4301-1110-1000-250	65.03
82 00262946	V8200119	DEMCO INC	04/08/24		MW	0101-0791-0-4301-1110-1000-250	236.12
82 00262947	V8200368	DICK BLICK ART MATERIALS	04/08/24		MW	0101-0003-0-4301-1110-1000-110	467.41
82 00262947	V8200368	DICK BLICK ART MATERIALS	04/08/24		MW	0101-6770-0-4301-1110-1000-140	8,233.20
82 00262947	V8200368	DICK BLICK ART MATERIALS	04/08/24		MW	0101-9017-0-4301-1110-1000-110	298.19
82 00262947	V8200368	DICK BLICK ART MATERIALS	04/08/24		MW	0101-9017-0-4301-1110-1000-240	1,204.10

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00262948	V8214325	EDUCATORS.COOP	04/08/24		MW	0101-6387-0-4301-3800-1000-640	1,100.00
82 00262949	V8210752	EMERALD COVE OUTDOOR SCIENCE I	04/08/24		MW	0101-9015-0-5812-1110-1000-330	52,911.00
82 00262950	V8202009	ENABLING DEVICES/ TOYS FOR SPE	04/08/24		MW	0101-9017-0-4411-1110-1000-440	1,445.95
82 00262951	V8214060	EPS OPERATIONS LLC	04/08/24		MW	0101-0003-0-4301-1110-1000-410	1,391.08
82 00262951	V8214060	EPS OPERATIONS LLC	04/08/24		MW	0101-3310-0-4301-5770-1110-650	336.54
82 00262952	V8200957	GOLDEN STATE WATER COMPANY	04/08/24		MW	0101-0001-0-5550-1110-8200-990	7,025.72
82 00262953	V8202138	I & B FLOORING	04/08/24		MW	0101-8150-0-5690-0000-8110-510	1,052.77
82 00262954	E8204301	PAQUET, LAUREN	04/08/24		MW	0101-0004-0-4338-1110-2100-706	151.03
82 00262955	V8203671	SIGN A RAMA	04/08/24		MW	0101-8150-0-4313-0000-8110-850	476.14
82 00262956	V8210807	SILVER LINING TRAVEL	04/08/24		MW	0101-0004-0-5240-1110-1000-705	60.00
82 00262956	V8210807	SILVER LINING TRAVEL	04/08/24		MW	0101-5634-0-5240-1110-2100-706	300.00
82 00262957	V8214300	SINGAPORE MATH INC	04/08/24		MW	0101-6300-0-4110-1110-1000-685	63,190.90
82 00262958	V8211314	SITEONE LANDSCAPE SUPPLY LLC	04/08/24		MW	0101-0004-0-4313-0000-8220-845	260.01
82 00262959	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/08/24		MW	0101-0003-0-4301-1110-1000-140	157.58
82 00262959	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/08/24		MW	0101-0003-0-4301-1110-1000-200	122.13
82 00262959	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/08/24		MW	0101-0003-0-4301-1110-1000-450	1,568.24
82 00262959	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/08/24		MW	0101-0003-0-4308-0000-2700-200	119.26
82 00262960	V8211268	SOUTHWEST STRINGS	04/08/24		MW	0101-6770-0-4301-1110-1000-250	326.88
82 00262961	V8213868	THE DBQ PROJECT	04/08/24		MW	0101-0003-0-4301-1110-1000-170	353.20
82 00262962	V8201524	U S AIRCONDITIONING DISTRIBUTO	04/08/24		MW	0101-8150-0-4313-0000-8110-850	259.81
82 00262963	V8201092	WARDS NATURAL SCIENCE EST INC	04/08/24		MW	0101-0003-0-4301-1110-1000-110	377.70
82 00262964	V8201132	YORBA LINDA WATER DISTRICT	04/08/24		MW	0101-0001-0-5550-1110-8200-990	2,622.66
82 00262966	V8200074	A Z BUS SALES INC	04/09/24		MW	0101-0720-0-4315-5001-3600-865	163.15
82 00262966	V8200074	A Z BUS SALES INC	04/09/24		MW	0101-0723-0-4315-1110-3600-865	1,722.69
82 00262967	V8200077	AAA ELECTRIC MOTORS SALES & SE	04/09/24		MW	0101-8150-0-4313-0000-8110-850	1,528.24
82 00262968	V8214241	ADVANCE AUTO PARTS	04/09/24		MW	0101-0720-0-4315-5001-3600-865	704.42
82 00262969	V8211254	ALL CITY MANAGEMENT SERVICES I	04/09/24		MW	0101-0004-0-5809-1110-1000-865	13,969.17
82 00262970	V8214046	AMP'D ENTERTAINMENT INC	04/09/24		MW	0101-6387-0-5690-3800-1000-640	242.12
82 00262971	V8200161	B & M LAWN & GARDEN CENTER	04/09/24		MW	0101-0004-0-4313-0000-8220-845	171.24
82 00262971	V8200161	B & M LAWN & GARDEN CENTER	04/09/24		MW	0101-0004-0-5660-0000-8220-845	2,805.31
82 00262972	V8207089	BC TRAFFIC SPECIALIST	04/09/24		MW	0101-8150-0-4313-0000-8110-850	163.13
82 00262973	E8202916	CERVANTES JR, FRANK	04/09/24		MW	0101-0723-0-5240-1110-3600-865	24.00

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00262974	V8212180 CINTAS CORPORATION	04/09/24		MW	0101-0720-0-5560-5001-3600-865	385.58
82	00262974	V8212180 CINTAS CORPORATION	04/09/24		MW	0101-8150-0-5640-0000-8110-850	1,192.13
82	00262975	V8213262 CINTAS FIRST AID & SAFETY	04/09/24		MW	0101-0723-0-4317-1110-3600-865	95.09
82	00262976	V8213939 CNJ ASSOCIATES	04/09/24		MW	0101-2600-0-5110-1110-1000-670	34,000.00
82	00262977	V8212276 COMM ENTERPRISES	04/09/24		MW	0101-8150-0-5670-0000-8110-850	432.60
82	00262978	V8213838 EVERDRIVEN TECHNOLOGIES	04/09/24		MW	0101-0720-0-5812-5001-3600-865	16,469.80
82	00262979	V8214062 FACILITY SOLUTIONS GROUP INC	04/09/24		MW	0101-0003-0-4309-1110-8200-110	2,051.10
82	00262980	V8210119 FACTORY MOTOR PARTS	04/09/24		MW	0101-0720-0-4315-5001-3600-865	576.66
82	00262981	V8201847 FAIRWAY FORD	04/09/24		MW	0101-0004-0-5690-1110-3600-865	1,883.16
82	00262982	V8200438 FEDERAL EXPRESS	04/09/24		MW	0101-0723-0-4310-1110-3600-865	41.53
82	00262983	V8200444 FISHER SCIENTIFIC LLC	04/09/24		MW	0101-0005-0-4301-1110-1000-100	617.45
82	00262984	V8200446 FLEET SERVICES	04/09/24		MW	0101-0720-0-4315-5001-3600-865	770.31
82	00262984	V8200446 FLEET SERVICES	04/09/24		MW	0101-0723-0-4315-1110-3600-865	2,847.12
82	00262985	V8200448 FLINN SCIENTIFIC INC	04/09/24		MW	0101-6300-0-4301-1110-1000-685	214.25
82	00262986	V8209770 FULLER ENGINEERING INC	04/09/24		MW	0101-8150-0-5670-0000-8110-850	2,068.34
82	00262987	V8210821 FUN AND FUNCTION LLC	04/09/24		MW	0101-3310-0-4301-5770-1190-650	239.20
82	00262988	V8206192 GEORGE BRYANT CONSTRUCTION INC	04/09/24		MW	0101-8150-0-5670-0000-8110-850	325.00
82	00262988	V8206192 GEORGE BRYANT CONSTRUCTION INC	04/09/24		MW	0101-8150-0-5670-0000-8110-855	1,462.50
82	00262989	V8200498 GOPHER SPORT	04/09/24		MW	0101-0003-0-4301-1110-1000-240	895.98
82	00262989	V8200498 GOPHER SPORT	04/09/24		MW	0101-0003-0-4301-1110-1000-450	327.05
82	00262989	V8200498 GOPHER SPORT	04/09/24		MW	0101-6762-0-4301-1110-1000-230	194.76
82	00262989	V8200498 GOPHER SPORT	04/09/24		MW	0101-6762-0-4301-1110-1000-240	234.84
82	00262990	V8204932 J S EASTERDAY CONSTRUCTION INC	04/09/24		MW	0101-3213-0-6272-0000-8500-100	15,687.50
82	00262991	V8212975 SAGE PUBLICATIONS	04/09/24		MW	0101-6500-0-4301-5001-2100-650	45.05
82	00262992	V8200927 SCHORR METALS INC	04/09/24		MW	0101-8150-0-4313-0000-8110-850	602.39
82	00262993	V8206409 SEA CLEAR POOLS INC	04/09/24		MW	0101-8150-0-5670-0000-8110-100	2,089.50
82	00262993	V8206409 SEA CLEAR POOLS INC	04/09/24		MW	0101-8150-0-5670-0000-8110-110	2,089.50
82	00262993	V8206409 SEA CLEAR POOLS INC	04/09/24		MW	0101-8150-0-5670-0000-8110-130	2,089.50
82	00262993	V8206409 SEA CLEAR POOLS INC	04/09/24		MW	0101-8150-0-5670-0000-8110-140	2,300.00
82	00262994	V8200932 SECO ELECTRIC & LIGHTING	04/09/24		MW	0101-8150-0-4313-0000-8110-110	5,911.20
82	00262994	V8200932 SECO ELECTRIC & LIGHTING	04/09/24		MW	0101-8150-0-5690-0000-8110-140	3,783.03
82	00262994	V8200932 SECO ELECTRIC & LIGHTING	04/09/24		MW	0101-8150-0-4313-0000-8110-220	2,388.49

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00262995	V8210807	SILVER LINING TRAVEL	04/09/24		MW	0101-6762-0-5240-1110-1000-621	420.00
82 00262996	V8211024	SOUTH COAST WATER CO	04/09/24		MW	0101-8150-0-5670-0000-8110-100	100.00
82 00262997	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/24		MW	0101-0003-0-4308-0000-2700-390	183.19
82 00262997	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/24		MW	0101-0003-0-4301-1110-1000-160	532.03
82 00262997	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/24		MW	0101-0003-0-4301-1110-1000-330	25.37
82 00262997	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/24		MW	0101-0003-0-4301-1110-1000-430	252.15
82 00262997	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/24		MW	0101-0003-0-4301-1110-1000-510	410.57
82 00262997	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/24		MW	0101-6762-0-4301-1110-1000-330	12.39
82 00262998	V8201006	SUPPLYMASTER INC	04/09/24		MW	0101-0720-0-4308-5001-3600-865	1,205.22
82 00262999	V8211057	TEAMTALK NETWORKS LLC	04/09/24		MW	0101-0723-0-5910-1110-3600-865	867.00
82 00263000	V8211201	TRUCKPRO HOLDING CORPORATION	04/09/24		MW	0101-0720-0-4315-5001-3600-865	72.47
82 00263000	V8211201	TRUCKPRO HOLDING CORPORATION	04/09/24		MW	0101-0723-0-4315-1110-3600-865	2,479.60
82 00263001	V8213105	UCI REGENTS	04/09/24		MW	0101-0004-0-5240-1110-2100-635	1,080.00
82 00263002	V8201595	UNITED PARCEL SERVICE	04/09/24		MW	0101-0004-0-4308-0000-7300-815	32.90
82 00263003	V8201075	VERIZON WIRELESS	04/09/24		MW	0101-8150-0-5940-0000-8110-850	2,807.09
82 00263004	V8205738	VISTA PAINT	04/09/24		MW	0101-8150-0-4313-0000-8110-850	40.53
82 00263005	V8210698	XEROX FINANCIAL SERVICES LLC	04/09/24		MW	0101-0003-0-5640-1110-1000-140	1,248.88
82 00263005	V8210698	XEROX FINANCIAL SERVICES LLC	04/09/24		MW	0101-0003-0-5640-1110-1000-320	363.62
82 00263005	V8210698	XEROX FINANCIAL SERVICES LLC	04/09/24		MW	0101-0003-0-5640-1110-1000-330	208.09
82 00263006	V8201132	YORBA LINDA WATER DISTRICT	04/09/24		MW	0101-0001-0-5550-1110-8200-990	4,232.00
82 00263013	E8203770	ALTAMIRANO, HAILEY	04/10/24		MW	0101-6500-0-5220-5770-1190-650	14.07
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0003-0-4301-1110-1000-130	32.18
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0003-0-4301-1110-1000-480	98.90
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0003-0-4309-1110-8200-140	63.61
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0003-0-4308-0000-2700-110	3.50
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0003-0-4301-1110-1000-210	228.58
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0720-0-4315-5001-3600-865	318.90
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0791-0-4301-1110-1000-250	97.65
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-0791-0-4301-1110-1000-310	44.52
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-3310-0-4301-5770-1120-650	12.82
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-3310-0-4301-5770-1110-650	333.49
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-3310-0-4301-5770-1190-650	135.71

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-3310-0-4301-5001-2100-650	26.09
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-4127-0-4301-1110-1000-706	102.85
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-6500-0-4301-5770-1110-650	7.32
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-6762-0-4301-1110-1000-250	7.61
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-9017-0-4411-1110-1000-200	0.00
82 00263014	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	0101-9017-0-4301-1110-1000-510	73.92
82 00263015	E8204266	DISCHIAVI, SIERRA	04/10/24		MW	0101-0004-0-5220-1110-1000-621	52.26
82 00263016	E8203385	DOMINGUEZ, REBECCA	04/10/24		MW	0101-0004-0-5220-1110-1000-621	40.20
82 00263017	E8200236	EDMONDSON, SHARON M	04/10/24		MW	0101-0004-0-5220-1110-1000-621	54.74
82 00263018	V8210752	EMERALD COVE OUTDOOR SCIENCE I	04/10/24		MW	0101-9015-0-5816-1110-1000-380	21,333.27
82 00263019	E8203369	FANG, MATTHEW	04/10/24		MW	0101-0004-0-5220-1110-1000-621	58.63
82 00263020	E8203232	FLORES, ANA M	04/10/24		MW	0101-6500-0-5220-5750-1190-650	29.61
82 00263021	E8203876	FOULADI, JENNIFER	04/10/24		MW	0101-0004-0-5220-1110-2100-635	70.82
82 00263022	E8203738	GARCIA, KIMBERLY	04/10/24		MW	0101-6500-0-5220-5770-1190-650	107.14
82 00263023	E8202555	GERSBACHER, LISA A	04/10/24		MW	0101-0791-0-5220-1110-2100-640	68.47
82 00263024	V8200493	GLASBY MAINTENANCE SUPPLY	04/10/24		MW	0101-0003-0-4309-1110-8200-410	291.36
82 00263025	V8200537	HEATING & COOLING SUPPLY INC	04/10/24		MW	0101-8150-0-4313-0000-8110-850	297.80
82 00263026	E8201347	HEPPS, MARIA T	04/10/24		MW	0101-0004-0-5220-1110-2100-635	89.04
82 00263027	E8203768	HERRERA, YAEL	04/10/24		MW	0101-4127-0-5220-1110-1000-650	130.58
82 00263028	V8200542	HIRSCH PIPE & SUPPLY CO	04/10/24		MW	0101-8150-0-4313-0000-8110-850	2,122.44
82 00263029	V8200547	HOME DEPOT	04/10/24		MW	0101-8150-0-4313-0000-8110-850	970.60
82 00263030	E8202917	HUNG, GARY	04/10/24		MW	0101-0004-0-5220-1110-1000-621	95.88
82 00263031	V8202138	I & B FLOORING	04/10/24		MW	0101-8150-0-5690-0000-8110-140	380.00
82 00263032	V8213672	IRONWOOD PLUMBING INC	04/10/24		MW	0101-8150-0-5690-0000-8110-130	1,993.00
82 00263032	V8213672	IRONWOOD PLUMBING INC	04/10/24		MW	0101-8150-0-5690-0000-8110-510	9,759.00
82 00263033	V8201441	LAB AIDS INC	04/10/24		MW	0101-6300-0-4301-1110-1000-640	319.77
82 00263034	V8214016	LEAD INCLUSION LLC	04/10/24		MW	0101-6537-0-5810-5001-2100-650	5,000.00
82 00263035	E8203328	MANN, JONATHAN O	04/10/24		MW	0101-0004-0-5220-1110-1000-621	77.12
82 00263036	V8200679	MCFADDEN DALE HARDWARE	04/10/24		MW	0101-8150-0-4313-0000-8110-850	275.66
82 00263037	V8210095	ORANGE COUNTY FIRE PROTECTION	04/10/24		MW	0101-8150-0-5670-0000-8110-850	400.00
82 00263038	V8212960	PEST SCIENCE LLC	04/10/24		MW	0101-8150-0-5670-0000-8110-850	3,401.01
82 00263039	V8211718	PINNACLE PETROLEUM	04/10/24		MW	0101-0723-0-9322-0000-0000-000	31,538.21

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263040	E8203944	RACHUNOK, CAITLIN	04/10/24		MW	0101-6500-0-5220-5770-1190-650	12.53
82 00263041	V8213628	RADIO ENGINEERING INDUSTRIES I	04/10/24		MW	0101-0720-0-4315-5001-3600-865	500.63
82 00263042	E8203648	RESENDIZ, SOLEDAD	04/10/24		MW	0101-6500-0-5220-5750-1190-650	22.32
82 00263043	E8202082	ROTKOSKY, SUSAN E	04/10/24		MW	0101-0791-0-5220-1110-2100-640	33.83
82 00263044	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/10/24		MW	0101-0003-0-4301-1110-1000-100	680.61
82 00263044	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/10/24		MW	0101-0003-0-4301-1110-1000-130	434.52
82 00263044	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/10/24		MW	0101-0003-0-4301-1110-1000-240	539.64
82 00263044	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/10/24		MW	0101-0003-0-4301-1110-1000-460	128.66
82 00263045	E8202244	TENDOLKAR, SUNITA	04/10/24		MW	0101-0791-0-5220-1110-1000-635	75.97
82 00263046	E8200869	THOMAS, DIANA J	04/10/24		MW	0101-0791-0-5220-1110-1000-635	219.76
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0000-0-8699-0000-0000-990	47.69
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0003-0-4301-1110-1000-100	679.42
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0003-0-5816-1110-1000-100	602.20
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0003-0-5816-1110-1000-100	2,709.90
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4308-0000-7150-700	264.67
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4338-0000-7150-700	191.34
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-5240-0000-7150-700	6,852.53
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-5815-0000-7150-700	303.90
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4308-0000-7200-800	163.12
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-5240-0000-7200-800	130.74
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4338-0000-7400-730	19.10
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-5240-0000-7400-730	244.27
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4338-1110-1000-640	519.02
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4301-1110-1000-810	317.30
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4410-1110-1000-810	1,903.10
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-5815-1110-1000-810	189.35
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4301-1110-2100-600	113.84
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4338-1110-2100-600	2,751.41
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-5240-1110-2100-600	657.68
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-5815-1110-2100-600	20.00
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4338-1110-2100-640	327.33
82 00263048	V8201419	U.S. BANK	04/10/24		MW	0101-0004-0-4301-1110-3140-705	-37.05

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0004-0-5809-1110-1000-730	950.00
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0004-0-5809-1110-1000-110	3,315.18
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0004-0-5806-0000-7180-710	500.72
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0008-0-4342-0000-8200-805	16.99
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0720-0-4315-5001-3600-865	573.65
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0723-0-4317-1110-3600-865	180.00
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0723-0-5240-1110-3600-865	5,091.57
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0791-0-5240-1110-1000-250	735.72
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0791-0-5240-1110-1000-685	50.00
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0791-0-5240-1110-2100-645	738.08
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0791-0-4338-1110-2100-625	114.86
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-3010-0-5240-1110-1000-120	1,251.40
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-3550-0-5240-3800-1000-640	6,214.57
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-4035-0-5240-1110-1000-635	2,838.96
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-5634-0-4301-1110-1000-706	7,375.43
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-5634-0-5240-1110-2100-706	1,410.00
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-6300-0-4301-1110-1000-640	367.83
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-6387-0-4301-3800-1000-640	229.60
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-6387-0-4338-3800-1000-640	230.93
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-6500-0-5240-5050-2100-650	1,294.62
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-6500-0-5240-5001-2100-650	1,680.20
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-6762-0-5240-1110-1000-621	1,805.70
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-8150-0-5240-0000-8110-850	1,042.26
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-9017-0-5816-1110-1000-140	2,379.00
82	00263048	V8201419	U.S. BANK	04/10/24		MW 0101-0003-0-4410-1110-1000-220	649.49
82	00263049	V8201075	VERIZON WIRELESS	04/10/24		MW 0101-0004-0-5940-0000-7150-700	170.82
82	00263049	V8201075	VERIZON WIRELESS	04/10/24		MW 0101-0004-0-5940-0000-7200-800	51.64
82	00263049	V8201075	VERIZON WIRELESS	04/10/24		MW 0101-0004-0-5940-0000-7400-730	51.64
82	00263049	V8201075	VERIZON WIRELESS	04/10/24		MW 0101-0004-0-5940-1110-2100-600	-29.52
82	00263049	V8201075	VERIZON WIRELESS	04/10/24		MW 0101-0004-0-5940-1110-2100-705	103.94
82	00263049	V8201075	VERIZON WIRELESS	04/10/24		MW 0101-0004-0-5940-1110-2100-705	40.01
82	00263049	V8201075	VERIZON WIRELESS	04/10/24		MW 0101-0004-0-5940-1110-2100-706	51.64

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263049	V8201075	VERIZON WIRELESS	04/10/24		MW	0101-0008-0-5940-0000-8200-805	51.64
82 00263049	V8201075	VERIZON WIRELESS	04/10/24		MW	0101-0791-0-5940-1110-1000-120	103.94
82 00263049	V8201075	VERIZON WIRELESS	04/10/24		MW	0101-6500-0-5940-5001-2100-650	38.01
82 00263050	V8214303	WELLS FARGO BANK N.A.	04/10/24		MW	0101-0004-0-5650-1110-1000-600	160.63
82 00263051	V8214343	ZEN EDUCATE	04/10/24		MW	0101-6500-0-5151-5770-1180-650	1,113.84
82 00263056	V8212235	AGPARTS WORLDWIDE INC	04/11/24		MW	0101-0004-0-4343-1110-1000-810	977.45
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4308-0000-2700-240	321.27
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-100	192.40
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-100	297.96
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-110	310.86
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-110	108.74
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-110	85.88
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4210-1110-1000-130	35.72
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-130	50.08
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-140	500.24
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-170	161.12
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-200	101.03
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-200	54.36
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-200	184.01
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-200	304.04
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-210	858.61
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-210	143.28
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-210	134.72
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-210	96.50
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-210	22.76
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-310	169.21
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-320	195.78
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4343-1110-1000-340	204.50
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-390	50.99
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-450	916.48
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-5750-1110-440	281.66
82 00263059	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-210	117.67

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-210	405.66
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-410	243.60
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-420	181.02
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0003-0-4301-1110-1000-200	124.30
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0004-0-4308-0000-7300-815	113.62
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0004-0-4308-1110-1000-635	76.11
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0004-0-4301-1110-1000-810	864.45
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0004-0-4343-1110-1000-810	6,968.63
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0008-0-4308-0000-8200-805	391.46
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-0720-0-4315-5001-3600-865	38.05
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-3310-0-4301-5770-1120-650	257.32
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-3310-0-4301-5770-1110-650	2,278.65
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-3310-0-4301-5770-1190-650	403.88
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-3310-0-4305-5770-1190-650	84.60
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-3310-0-4343-5770-1190-650	173.55
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-3310-0-4301-5001-2100-650	269.99
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-3310-0-4308-5001-2100-650	782.64
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-4127-0-4301-1110-1000-706	254.56
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-4127-0-4301-1110-1000-625	2,328.80
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-6762-0-4301-1110-1000-230	217.20
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-6762-0-4301-1110-1000-500	215.72
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-6762-0-4301-0000-8500-220	140.80
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-6770-0-4301-1110-1000-140	1,811.25
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-9017-0-4301-1110-1000-250	169.48
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-9017-0-4301-1110-1000-420	10,974.90
82	00263059	V8204532 AMAZON.COM CORPORATE CREDIT	04/11/24		MW	0101-9089-0-4301-1110-1000-670	4,061.37
82	00263060	V8211146 ART MASTERS ACADEMY LLC	04/11/24		MW	0101-9017-0-5821-1110-1000-400	927.00
82	00263061	V8214089 B2 LLC SERVICES	04/11/24		MW	0101-0004-0-5815-0000-7700-810	5,512.40
82	00263062	V8200493 GLASBY MAINTENANCE SUPPLY	04/11/24		MW	0101-0003-0-4309-1110-8200-230	149.60
82	00263062	V8200493 GLASBY MAINTENANCE SUPPLY	04/11/24		MW	0101-0003-0-4309-1110-8200-310	22.29
82	00263062	V8200493 GLASBY MAINTENANCE SUPPLY	04/11/24		MW	0101-0003-0-4309-1110-8200-490	575.13
82	00263063	V8200547 HOME DEPOT	04/11/24		MW	0101-0004-0-4343-1110-1000-810	7.51

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263063	V8200547 HOME DEPOT	04/11/24		MW	0101-6762-0-4301-0000-8500-220	911.48
82	00263064	V8214341 IHEARTMEDIA	04/11/24		MW	0101-0004-0-5806-0000-7180-710	3,611.10
82	00263065	V8214175 KAYLA FUERTE/ARMANDO RODRIGUEZ	04/11/24		MW	0101-6500-0-5157-5750-1180-650	115.58
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-120	236.96
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-160	152.13
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-210	453.26
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-220	733.48
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-230	1,048.79
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-340	1,521.51
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-350	901.38
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-380	252.55
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-410	62.84
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-420	332.79
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-450	106.95
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-460	101.08
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-480	624.43
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-490	824.25
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-500	47.09
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-510	658.75
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0003-0-5660-1110-1000-530	304.04
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0004-0-5660-1110-1000-621	54.42
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0004-0-5660-1110-3140-705	42.22
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0004-0-5660-1110-7150-700	206.82
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0004-0-5660-1110-1000-706	207.19
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0008-0-5660-0000-8200-805	10.03
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0723-0-5660-1110-3600-865	57.99
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0791-0-5660-1110-1000-625	103.05
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-3310-0-5660-5730-1190-650	276.35
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-0004-0-5660-1110-1000-635	92.02
82	00263067	V8210165 KONICA MINOLTA BUSINESS SOLUTI	04/11/24		MW	0101-6500-0-5660-5001-2100-650	82.81
82	00263068	V8206810 LAKESHORE LEARNING	04/11/24		MW	0101-3310-0-4301-5770-1190-650	158.35
82	00263069	V8212799 LEARNING WITHOUT TEARS	04/11/24		MW	0101-6762-0-4301-1110-1000-635	731.58

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263070	V8204486	LRP PUBLICATIONS INC	04/11/24		MW	0101-3310-0-5815-5001-2100-650	1,850.00
82 00263071	V8213348	MARKS OLD TOWNE SERVICE INC	04/11/24		MW	0101-0004-0-5690-1110-3600-865	365.32
82 00263072	V8214064	MATTERHACKERS INC	04/11/24		MW	0101-6388-0-4301-3800-1000-640	508.95
82 00263072	V8214064	MATTERHACKERS INC	04/11/24		MW	0101-6388-0-4410-3800-1000-640	19,561.95
82 00263073	V8213236	NIGRO & NIGRO PC	04/11/24		MW	0101-0004-0-5803-0000-7191-815	26,500.00
82 00263074	V8214351	OHANA MUSIC INC	04/11/24		MW	0101-6770-0-4301-1110-1000-110	2,502.68
82 00263075	V8214031	ORANGE CIRCLE SPEECH SERVICES	04/11/24		MW	0101-6500-0-5810-5770-1190-650	18,345.00
82 00263076	V8200764	ORANGE COUNTY DEPT OF ED	04/11/24		MW	0101-6500-0-5155-5750-1110-650	76,410.75
82 00263077	V8200775	OUTREACH CONCERN INC	04/11/24		MW	0101-0791-0-5810-1110-1000-706	14,400.00
82 00263078	V8200247	PERMA BOUND	04/11/24		MW	0101-3010-0-4210-1110-1000-310	70.60
82 00263079	V8200830	POSITIVE PROMOTIONS	04/11/24		MW	0101-0003-0-4301-1110-1000-480	260.68
82 00263080	V8208514	PRETEND CITY CHILDRENS MUSEUM	04/11/24		MW	0101-9017-0-5821-1110-1000-330	510.00
82 00263081	V8214358	RENEGADE SPORTS WEAR	04/11/24		MW	0101-6762-0-4301-1110-1000-685	24,243.75
82 00263082	V8200470	REPUBLIC SERVICES INC	04/11/24		MW	0101-0004-0-5580-1110-8200-810	63.62
82 00263083	V8211143	SOLIANT HEALTH	04/11/24		MW	0101-6500-0-5151-5770-1190-650	9,786.82
82 00263084	V8200354	VERBAL BEHAVIOR ASSOCIATES	04/11/24		MW	0101-6500-0-5810-5750-1110-650	14,618.70
82 00263087	E8203471	ALFARO, ALESSANDRA	04/12/24		MW	0101-0004-0-5220-1110-1000-706	99.90
82 00263088	V8212370	ALONTI CAFE & CATERING	04/12/24		MW	0101-6762-0-5240-1110-1000-685	209.10
82 00263089	V8201867	ANIXTER DISTRIBUTION	04/12/24		MW	0101-8150-0-4313-0000-8110-850	23.99
82 00263090	V8201322	BENCHMARK EDUCATION CO	04/12/24		MW	0101-0791-0-5810-1110-1000-635	5,600.00
82 00263091	V8212253	BOOSTER ENTERPRISES INC	04/12/24		MW	0101-9017-0-5821-1110-1000-480	2,000.00
82 00263092	E8200462	BROWNING, ANGEL D	04/12/24		MW	0101-6500-0-5220-5770-1190-650	160.26
82 00263093	E8203358	BULTSMA, LORI L	04/12/24		MW	0101-0004-0-5220-1110-3140-705	58.76
82 00263094	V8200220	C C C C HEATING & AIR COND	04/12/24		MW	0101-8150-0-5690-0000-8110-170	3,250.00
82 00263095	E8200020	CASABA, ROBERT A	04/12/24		MW	0101-6010-0-5220-1110-2100-670	119.66
82 00263096	E8202811	CRAIK, ELAINE	04/12/24		MW	0101-6500-0-5220-5770-1190-650	121.00
82 00263097	V8207352	DEPARTMENT OF INDUSTRIAL RELAT	04/12/24		MW	0101-8150-0-5670-0000-8110-850	1,650.00
82 00263098	V8207569	FIELDTURF USA INC	04/12/24		MW	0101-0004-0-5670-0000-8220-100	2,950.00
82 00263098	V8207569	FIELDTURF USA INC	04/12/24		MW	0101-0004-0-5670-0000-8220-110	2,950.00
82 00263098	V8207569	FIELDTURF USA INC	04/12/24		MW	0101-0004-0-5670-0000-8220-130	2,950.00
82 00263098	V8207569	FIELDTURF USA INC	04/12/24		MW	0101-0004-0-5670-0000-8220-140	2,950.00
82 00263099	E8202253	FRANK, BRANDON R	04/12/24		MW	0101-0000-0-9330-0000-0000-000	500.00

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263100	E8203110	GAGNON, PAMELA D	04/12/24		MW	0101-6500-0-5220-5750-1190-650	89.58
82 00263101	V8200493	GLASBY MAINTENANCE SUPPLY	04/12/24		MW	0101-0003-0-4309-1110-8200-380	660.34
82 00263102	E8202504	GONZALEZ, LAURA	04/12/24		MW	0101-3550-0-5240-3800-1000-640	352.65
82 00263103	E8202594	GREER, AMY M	04/12/24		MW	0101-6500-0-5220-5770-1190-650	114.84
82 00263104	E8202118	HIRAGA-NITZEL, PATRICIA S	04/12/24		MW	0101-0004-0-5220-1110-3140-705	100.70
82 00263105	V8200542	HIRSCH PIPE & SUPPLY CO	04/12/24		MW	0101-8150-0-4313-0000-8110-850	111.66
82 00263106	V8200547	HOME DEPOT	04/12/24		MW	0101-8150-0-4313-0000-8110-850	44.57
82 00263107	V8200561	IMPERIAL SPRINKLER SUPPLY INC	04/12/24		MW	0101-0004-0-4313-0000-8220-845	115.77
82 00263108	V8204932	J S EASTERDAY CONSTRUCTION INC	04/12/24		MW	0101-8150-0-5690-0000-8110-460	496.88
82 00263109	V8210148	JM JUSTUS FENCE COMPANY	04/12/24		MW	0101-8150-0-5690-0000-8110-410	8,150.00
82 00263110	V8212799	LEARNING WITHOUT TEARS	04/12/24		MW	0101-6762-0-4301-1110-1000-635	658.16
82 00263111	E8203500	LUKACH, MEGHANN M	04/12/24		MW	0101-0004-0-4338-1110-2100-706	136.06
82 00263112	V8200679	MCFADDEN DALE HARDWARE	04/12/24		MW	0101-8150-0-4313-0000-8110-850	1,857.10
82 00263113	E8203575	MCGOWAN, ERIN	04/12/24		MW	0101-6500-0-5220-5060-2100-650	344.31
82 00263114	V8214259	MCNICHOLS COMPANY	04/12/24		MW	0101-8150-0-4313-0000-8110-130	2,707.26
82 00263115	V8203582	MIRACLE RECREATION EQUIP CO	04/12/24		MW	0101-8150-0-4313-0000-8110-480	237.04
82 00263116	E8202150	NGUYEN, HANH L	04/12/24		MW	0101-0791-0-5240-1110-1000-685	13.40
82 00263117	V8210644	OCSNO	04/12/24		MW	0101-0004-0-5240-1110-3140-705	440.00
82 00263118	V8200771	ORIENTAL TRADING CO	04/12/24		MW	0101-3310-0-4301-5770-1190-650	304.94
82 00263119	E8200272	OSBORNE III, DWIGHT E	04/12/24		MW	0101-3550-0-5240-3800-1000-640	346.80
82 00263120	V8212960	PEST SCIENCE LLC	04/12/24		MW	0101-8150-0-5670-0000-8110-850	901.11
82 00263121	E8203751	PLASCENCIA, EMILIANO	04/12/24		MW	0101-0004-0-5220-1110-1000-810	67.80
82 00263122	V8211214	RAINMASTER IRRIGATION SYSTEMS	04/12/24		MW	0101-0004-0-5670-0000-8220-845	3,204.40
82 00263123	V8211791	RAND AIRE MECHANICAL CONTRACTO	04/12/24		MW	0101-8150-0-5690-0000-8110-210	7,000.00
82 00263124	V8200869	REFRIGERATION SUPPLIES DIST	04/12/24		MW	0101-8150-0-4410-0000-8110-210	5,648.20
82 00263125	V8211074	REGENTS OF THE UNIVERSITY OF	04/12/24		MW	0101-9017-0-5240-1110-1000-140	600.00
82 00263126	V8214210	RENAISSANCE COMMUNITY PREP	04/12/24		MW	0101-6500-0-5150-5750-1180-650	2,671.63
82 00263127	E8202082	ROTKOSKY, SUSAN E	04/12/24		MW	0101-0791-0-5240-1110-1000-685	14.74
82 00263128	E8203368	SANTANGELO, GINA	04/12/24		MW	0101-0004-0-5220-1110-3140-705	114.64
82 00263129	E8202686	SAYLORS, ELISE	04/12/24		MW	0101-0004-0-5220-1110-3140-705	198.80
82 00263130	V8212289	SCIENCE INTERACTIVE GROUP LLC	04/12/24		MW	0101-0003-0-4301-1110-1000-130	47.90
82 00263131	V8204851	SIERRA SPRINGS	04/12/24		MW	0101-0003-0-4301-1110-1000-110	71.95

PLACENTIA USD
Consolidated Check Register w. Account
from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263132	V8203671	SIGN A RAMA	04/12/24		MW	0101-0003-0-4308-0000-2700-240	2,255.76
82 00263133	V8211658	SMART & FINAL	04/12/24		MW	0101-3310-0-4308-5001-2100-650	299.34
82 00263134	V8200954	SO CALIF EDISON CO	04/12/24		MW	0101-0001-0-5540-1110-8200-990	234,984.00
82 00263136	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/12/24		MW	0101-0003-0-4301-1110-1000-320	1,683.55
82 00263136	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/12/24		MW	0101-0004-0-4301-1110-1000-635	413.65
82 00263136	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/12/24		MW	0101-0004-0-4308-1110-2100-635	423.91
82 00263136	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/12/24		MW	0101-3310-0-4301-5750-1130-650	1,572.43
82 00263137	V8201531	SPARKLETTS DRINKING WATER DANO	04/12/24		MW	0101-0003-0-4301-1110-1000-160	105.92
82 00263138	V8200586	SPERLING, EDITH	04/12/24		MW	0101-0004-0-5220-1110-3140-705	28.21
82 00263139	V8200558	STILLS, PAIGE	04/12/24		MW	0101-9017-0-4308-0000-2700-240	200.25
82 00263140	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	0101-2600-0-6210-0000-8500-320	1,112.50
82 00263140	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	0101-2600-0-6210-0000-8500-310	2,610.00
82 00263140	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	0101-2600-0-6210-0000-8500-430	3,217.50
82 00263140	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	0101-3213-0-6210-0000-8500-100	2,336.40
82 00263140	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	0101-3213-0-6210-0000-8500-110	2,420.55
82 00263140	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	0101-3213-0-6210-0000-8500-130	2,494.80
82 00263141	V8200198	T MOBILE USA INC	04/12/24		MW	0101-0004-0-5820-0000-7150-700	29.40
82 00263141	V8200198	T MOBILE USA INC	04/12/24		MW	0101-0004-0-5940-0000-7700-810	186.20
82 00263142	V8206405	TANAKA FARMS	04/12/24		MW	0101-9017-0-5816-1110-1000-490	1,242.00
82 00263143	V8208827	THYSSENKRUPP ELEVATOR CORP	04/12/24		MW	0101-8150-0-5670-0000-8110-850	2,457.00
82 00263144	V8210553	TITAN STUDENT UNION	04/12/24		MW	0101-9017-0-5816-1110-1000-470	1,913.25
82 00263145	V8201595	UNITED PARCEL SERVICE	04/12/24		MW	0101-0004-0-4308-0000-7300-815	32.90
82 00263146	V8205738	VISTA PAINT	04/12/24		MW	0101-8150-0-4313-0000-8110-850	143.32
82 00263147	E8203461	VITO, SPENCER	04/12/24		MW	0101-0004-0-5220-1110-1000-810	96.42
82 00263148	V8210078	WIRELESS DEVELOPMENT PARTNERS	04/12/24		MW	0101-8150-0-5809-0000-8110-850	500.00
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0003-0-5640-1110-1000-100	1,160.89
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0003-0-5640-1110-1000-110	807.80
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0003-0-5640-1110-1000-240	94.80
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0003-0-5640-1110-1000-310	170.04
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0003-0-5640-1110-1000-400	206.27
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0003-0-5640-1110-1000-450	404.27
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0003-0-5640-1110-1000-460	94.80

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0004-0-5640-0000-7551-833	107.48
82 00263149	V8210698	XEROX FINANCIAL SERVICES LLC	04/12/24		MW	0101-0004-0-7438-1110-9100-831	6,185.26
SUBFUND 0101 Total:							1,196,979.09

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263150	V8200205	BREA OLINDA UNIFIED SCHOOL DIS	04/12/24		MW	1010-6500-0-7221-5001-9200-000	480,371.87
		SUBFUND 1010			Total:		480,371.87

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263007	V8214349	FRANKLIN PLANNER CORPORATION	04/09/24		MW	1212-9062-0-4301-1110-1000-670	20.65
82 00263007	V8214349	FRANKLIN PLANNER CORPORATION	04/09/24		MW	1212-9062-0-4301-1110-2100-670	177.10
82 00263008	V8211658	SMART & FINAL	04/09/24		MW	1212-9062-0-4301-1110-1000-670	245.27
82 00263052	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	1212-9061-0-4301-1110-1000-670	477.02
82 00263085	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/24		MW	1212-9061-0-4301-1110-1000-670	1,525.50
82 00263151	V8200493	GLASBY MAINTENANCE SUPPLY	04/12/24		MW	1212-9062-0-4309-1110-1000-670	2,244.23
82 00263152	E8204246	PEREZ, MONETTE	04/12/24		MW	1212-9062-0-5220-1110-2100-670	53.66
82 00263153	V8211658	SMART & FINAL	04/12/24		MW	1212-9062-0-4301-1110-1000-670	8.00
82 00263154	V8200198	T MOBILE USA INC	04/12/24		MW	1212-9061-0-5940-1110-2100-670	14.25
		SUBFUND 1212 Total:					4,765.68

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263053	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	1313-5310-0-4411-0000-3700-835	2,362.60
82 00263054	V8201419	U.S. BANK	04/10/24		MW	1313-5310-0-5810-0000-3700-835	550.00
82 00263155	V8214042	VISUAL EDGE IT INC	04/12/24		MW	1313-5310-0-5660-0000-3700-835	12.14
SUBFUND 1313		Total:					2,924.74

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00262965	V8200639	UNIVERSAL ASPHALT CO INC	04/08/24		MW	1414-0203-0-5690-0000-8110-360	1,336.48
82 00263156	V8200160	ADCO ROOFING INC	04/12/24		MW	1414-0203-0-5690-0000-8110-100	37,962.00
SUBFUND 1414 Total:							39,298.48

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263009	V8200701	MOBILE MODULAR MGMT CORP	04/09/24		MW	2525-9262-0-5620-0000-8500-110	1,325.00
		SUBFUND 2525			Total:		1,325.00

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263010	V8214179	GEOTEK INC	04/09/24		MW	2545-9265-0-6140-0000-8500-420	7,409.50
82 00263086	V8211864	APPLIED BEST PRACTICES	04/11/24		MW	2545-9010-0-5810-0000-7200-800	2,475.00
82 00263157	V8210148	JM JUSTUS FENCE COMPANY	04/12/24		MW	2545-9261-0-6170-0000-8500-130	12,205.00
82 00263158	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	2545-9265-0-6210-0000-8500-340	3,105.00
82 00263158	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	2545-9265-0-6210-0000-8500-450	3,330.00
82 00263158	V8209848	STUDIO PLUS ARCHITECTURE CORP	04/12/24		MW	2545-9265-0-6210-0000-8500-420	3,375.00
SUBFUND 2545 Total:							31,899.50

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263159	V8206593	U S BANK	04/12/24		MW	4040-9003-0-5809-0000-8500-990	4,050.00
	SUBFUND 4040	Total:					4,050.00

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263011	V8200438	FEDERAL EXPRESS	04/09/24		MW	6768-0004-0-5930-0000-6000-820	32.00
82 00263012	V8200175	PYLUSD WORKERS COMP TRUST	04/09/24		MW	6768-0004-0-5809-0000-6000-820	29,001.32
SUBFUND 6768		Total:					29,033.32

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/7/2024 to 4/13/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263055	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/24		MW	6770-0004-0-4411-0000-6000-820	1,421.58
		SUBFUND 6770			Total:		1,421.58
Grand Total:							1,792,069.26

PLACENTIA USD
Consolidated Check Register w. Account
from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263160	V8213076 AIRGAS USA LLC	04/15/24		MW	0101-8150-0-4313-0000-8110-850	129.78
82	00263161	V8204532 AMAZON.COM CORPORATE CREDIT	04/15/24		MW	0101-0004-0-4308-1110-2100-640	96.79
82	00263161	V8204532 AMAZON.COM CORPORATE CREDIT	04/15/24		MW	0101-3310-0-4301-5770-1120-650	436.03
82	00263161	V8204532 AMAZON.COM CORPORATE CREDIT	04/15/24		MW	0101-3310-0-4301-5770-1110-650	232.44
82	00263161	V8204532 AMAZON.COM CORPORATE CREDIT	04/15/24		MW	0101-3310-0-4301-5770-1190-650	132.96
82	00263161	V8204532 AMAZON.COM CORPORATE CREDIT	04/15/24		MW	0101-3310-0-4301-5001-2100-650	143.48
82	00263161	V8204532 AMAZON.COM CORPORATE CREDIT	04/15/24		MW	0101-6300-0-4301-1110-1000-640	260.64
82	00263162	V8200161 B & M LAWN & GARDEN CENTER	04/15/24		MW	0101-0004-0-4313-0000-8220-845	438.56
82	00263162	V8200161 B & M LAWN & GARDEN CENTER	04/15/24		MW	0101-0004-0-5660-0000-8220-845	896.96
82	00263163	V8207089 BC TRAFFIC SPECIALIST	04/15/24		MW	0101-8150-0-4313-0000-8110-850	165.27
82	00263164	V8200258 CDW G INC	04/15/24		MW	0101-0004-0-4301-1110-1000-810	252.92
82	00263165	V8212180 CINTAS CORPORATION	04/15/24		MW	0101-8150-0-5640-0000-8110-850	300.16
82	00263166	V8200245 CVT RECYCLING	04/15/24		MW	0101-0004-0-5670-0000-8220-845	415.79
82	00263167	V8203393 DIGITAL TELECOMMUNICATION CORP	04/15/24		MW	0101-0004-0-5660-1110-1000-810	33,000.00
82	00263168	V8208714 DS WATER OF AMERICA INC.	04/15/24		MW	0101-8150-0-5640-0000-8110-850	293.96
82	00263169	V8200645 EPPINK, INGE	04/15/24		MW	0101-6500-0-9510-0000-0000-000	1,000.00
82	00263170	V8207042 FAGEN FRIEDMAN & FULFROST LLP	04/15/24		MW	0101-0004-0-5807-0000-7400-730	4,674.00
82	00263171	V8209770 FULLER ENGINEERING INC	04/15/24		MW	0101-8150-0-5670-0000-8110-850	3,024.45
82	00263172	V8200547 HOME DEPOT	04/15/24		MW	0101-8150-0-4313-0000-8110-850	114.03
82	00263172	V8200547 HOME DEPOT	04/15/24		MW	0101-8150-0-4313-0000-8110-850	7,742.57
82	00263173	V8213672 IRONWOOD PLUMBING INC	04/15/24		MW	0101-8150-0-5690-0000-8110-240	11,573.00
82	00263173	V8213672 IRONWOOD PLUMBING INC	04/15/24		MW	0101-8150-0-5690-0000-8110-410	3,205.91
82	00263174	V8214263 LEXIA VOYAGER SOPRIS INC	04/15/24		MW	0101-0791-0-5240-1110-1000-685	4,000.00
82	00263175	V8204984 NEVCO SCOREBOARD COMPANY	04/15/24		MW	0101-8150-0-4313-0000-8110-130	407.00
82	00263176	V8213236 NIGRO & NIGRO PC	04/15/24		MW	0101-9091-0-5803-1110-3140-705	2,700.00
82	00263177	V8200764 ORANGE COUNTY DEPT OF ED	04/15/24		MW	0101-4127-0-5240-1110-2100-625	225.00
82	00263178	V8207027 ORANGE COUNTY DEPT OF EDUC	04/15/24		MW	0101-0003-0-5240-1110-1000-100	400.00
82	00263179	V8200773 ORVAC ELECTRONICS	04/15/24		MW	0101-8150-0-4313-0000-8110-850	481.27
82	00263180	V8200793 PARADIGM HEALTHCARE SVCS	04/15/24		MW	0101-9108-0-5110-1110-2100-650	9,465.32
82	00263181	V8200804 PENNER PARTITIONS INC	04/15/24		MW	0101-8150-0-4313-0000-8110-850	301.70
82	00263182	V8212960 PEST SCIENCE LLC	04/15/24		MW	0101-8150-0-5670-0000-8110-850	1,847.52
82	00263183	V8210672 PORTVIEW PREPARATORY INC	04/15/24		MW	0101-6500-0-5150-5750-1180-650	43,262.04

PLACENTIA USD
Consolidated Check Register w. Account
from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263183	V8210672	PORTVIEW PREPARATORY INC	04/15/24		MW	0101-6500-0-5851-5001-3600-650	1,890.00
82 00263184	V8214052	REECE PLUMBING	04/15/24		MW	0101-8150-0-4313-0000-8110-850	62.19
82 00263185	V8200869	REFRIGERATION SUPPLIES DIST	04/15/24		MW	0101-8150-0-4313-0000-8110-850	329.48
82 00263186	V8200927	SCHORR METALS INC	04/15/24		MW	0101-8150-0-4313-0000-8110-850	420.78
82 00263187	V8211314	SITEONE LANDSCAPE SUPPLY LLC	04/15/24		MW	0101-0004-0-4313-0000-8220-845	90.48
82 00263188	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/15/24		MW	0101-0003-0-4301-1110-1000-110	57.88
82 00263188	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/15/24		MW	0101-0720-0-4308-5001-3600-865	295.47
82 00263188	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/15/24		MW	0101-0723-0-4308-0000-3600-865	32.43
82 00263188	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/15/24		MW	0101-8150-0-4308-0000-8110-850	92.12
82 00263188	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/15/24		MW	0101-9089-0-4308-0000-2100-670	100.25
82 00263189	V8201531	SPARKLETTS DRINKING WATER DANO	04/15/24		MW	0101-0004-0-4338-1110-7150-700	57.45
82 00263190	E8200516	STEICHEN, STEVEN R	04/15/24		MW	0101-9017-0-4301-1110-1000-240	14.13
82 00263191	V8214212	SUNBURST WINDOW COVERINGS	04/15/24		MW	0101-8150-0-4313-0000-8110-850	116.75
82 00263192	V8201006	SUPPLYMASTER INC	04/15/24		MW	0101-0003-0-4301-1110-1000-100	270.96
82 00263192	V8201006	SUPPLYMASTER INC	04/15/24		MW	0101-0003-0-4301-1110-1000-230	142.34
82 00263192	V8201006	SUPPLYMASTER INC	04/15/24		MW	0101-0003-0-4301-1110-1000-340	130.01
82 00263193	V8208943	SWEETWATER SOUND INC	04/15/24		MW	0101-6770-0-4410-1110-1000-250	1,349.59
82 00263194	V8213643	THE STEPPING STONES GROUP LLC	04/15/24		MW	0101-6500-0-5810-5770-1190-650	43,149.36
82 00263195	V8201030	TIME & ALARM SYSTEMS	04/15/24		MW	0101-8150-0-5660-0000-8110-110	12,411.00
82 00263196	V8205738	VISTA PAINT	04/15/24		MW	0101-8150-0-4313-0000-8110-850	561.57
82 00263197	V8201091	WALTERS WHOLESALE ELECTRIC	04/15/24		MW	0101-8150-0-4313-0000-8110-850	775.34
82 00263207	E8201883	ARMSTRONG, DANA D	04/16/24		MW	0101-0791-0-5220-1110-1000-706	24.06
82 00263208	V8200332	COSTCO WHOLESALE	04/16/24		MW	0101-2600-0-4301-1110-1000-670	5,865.62
82 00263209	V8213119	COUNTRY CITY TOWING INC.	04/16/24		MW	0101-8150-0-5690-0000-8110-850	600.00
82 00263210	V8214062	FACILITY SOLUTIONS GROUP INC	04/16/24		MW	0101-0003-0-4309-1110-1000-340	130.16
82 00263211	V8214356	GDEVELOP LTD	04/16/24		MW	0101-0003-0-5815-1110-1000-250	296.10
82 00263212	V8211541	GRAY STEP SOFTWARE INC	04/16/24		MW	0101-0000-0-5815-1110-1000-990	9,275.00
82 00263213	E8203085	HALL, JANEAL	04/16/24		MW	0101-0004-0-5220-1110-3130-705	113.50
82 00263214	V8200547	HOME DEPOT	04/16/24		MW	0101-6762-0-4301-0000-8500-220	7,247.97
82 00263214	V8200547	HOME DEPOT	04/16/24		MW	0101-8150-0-4313-0000-8110-850	997.47
00263215	E8203103	LOPEZ, JENNIFER N	04/16/24		MW	0101-0004-0-5220-1110-3140-705	46.57
00263216	E8204290	LOPEZ, MORGAN	04/16/24		MW	0101-0004-0-5220-1110-3140-705	119.66

PLACENTIA USD
Consolidated Check Register w. Account
from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263216	E8204290 LOPEZ, MORGAN	04/16/24		MW	0101-5630-0-5220-1110-1000-706	264.05
82	00263217	V8213288 MCLOGAN SUPPLY CO INC	04/16/24		MW	0101-6387-0-4410-3800-1000-640	924.38
82	00263222	V8201867 ANIXTER DISTRIBUTION	04/17/24		MW	0101-8150-0-4313-0000-8110-850	1,439.06
82	00263223	V8209309 BEST CONTRACTING SERVICES INC	04/17/24		MW	0101-8150-0-5670-0000-8110-850	3,048.22
82	00263224	V8200482 GANAHL LUMBER CO	04/17/24		MW	0101-8150-0-4313-0000-8110-850	5,104.48
82	00263225	V8200500 GRAINGER	04/17/24		MW	0101-8150-0-4313-0000-8110-850	266.57
82	00263226	V8208315 HARBOTTLE LAW GROUP	04/17/24		MW	0101-6500-0-5807-5001-2100-650	20,194.00
82	00263227	V8204932 J S EASTERDAY CONSTRUCTION INC	04/17/24		MW	0101-8150-0-5690-0000-8110-100	6,044.95
82	00263228	V8200277 LA HABRA CHILDREN'S MUSEUM	04/17/24		MW	0101-9017-0-5816-1110-1000-480	612.00
82	00263229	V8210141 MUSIC & ARTS CENTER	04/17/24		MW	0101-6770-0-4301-1110-1000-250	1,235.59
82	00263230	E8203793 NORRBOM, WHITNEY	04/17/24		MW	0101-9091-0-5220-1110-3140-705	63.44
82	00263231	V8200764 ORANGE COUNTY DEPT OF ED	04/17/24		MW	0101-4203-0-5240-1110-1000-625	350.00
82	00263231	V8200764 ORANGE COUNTY DEPT OF ED	04/17/24		MW	0101-9017-0-5816-1110-1000-420	1,472.50
82	00263232	E8202362 PERFECTO, LORENA	04/17/24		MW	0101-0003-0-4338-0000-2700-210	110.31
82	00263233	V8200247 PERMA BOUND	04/17/24		MW	0101-0003-0-4210-1110-1000-130	222.81
82	00263233	V8200247 PERMA BOUND	04/17/24		MW	0101-0003-0-4210-1110-2420-390	129.97
82	00263233	V8200247 PERMA BOUND	04/17/24		MW	0101-0791-0-4210-1110-1000-200	79.24
82	00263234	V8206365 SCHOOL OUTFITTERS LLC	04/17/24		MW	0101-6770-0-4410-1110-1000-110	11,342.92
82	00263235	V8206838 SECTRAN SECURITY INC	04/17/24		MW	0101-0004-0-5809-0000-7350-815	983.56
82	00263236	V8203736 SHAR PRODUCTS	04/17/24		MW	0101-6762-0-5660-1110-1000-621	380.88
82	00263237	V8214357 SHEER, SHEILA AND STEPHEN	04/17/24		MW	0101-6500-0-5817-5001-2100-650	1,215.00
82	00263238	V8203671 SIGN A RAMA	04/17/24		MW	0101-8150-0-4313-0000-8110-850	170.47
82	00263239	V8210807 SILVER LINING TRAVEL	04/17/24		MW	0101-0004-0-5809-1110-1000-110	360.00
82	00263240	V8200949 SMART & FINAL	04/17/24		MW	0101-0791-0-4338-1110-2495-520	124.06
82	00263241	V8211658 SMART & FINAL	04/17/24		MW	0101-0003-0-4301-1110-1000-240	269.28
82	00263242	V8200955 SO CALIF GAS CO	04/17/24		MW	0101-0001-0-5530-1110-8200-990	695.77
82	00263242	V8200955 SO CALIF GAS CO	04/17/24		MW	0101-0723-0-4348-1110-3600-865	13.00
82	00263243	V8211199 SOUTHERN CALIFORNIA SENSORY	04/17/24		MW	0101-9108-0-5110-1110-1000-650	6,918.70
82	00263245	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24		MW	0101-0003-0-4301-1110-1000-110	48.85
82	00263245	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24		MW	0101-0003-0-4301-1110-1000-360	45.78
	00263245	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24		MW	0101-0003-0-4301-1110-1000-420	230.41
	00263245	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24		MW	0101-0003-0-4301-1110-1000-480	473.64

PLACENTIA USD
Consolidated Check Register w. Account
from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263245	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24	MW	0101-0003-0-4301-5001-2700-441	137.05
82	00263245	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24	MW	0101-0003-0-4308-0000-2700-120	613.25
82	00263245	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24	MW	0101-2600-0-4301-1110-1000-670	24.81
82	00263245	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24	MW	0101-3310-0-4308-5001-2100-650	268.39
82	00263245	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24	MW	0101-6010-0-4301-1110-1000-670	26.68
82	00263246	V8200643	SPECTRUM CENTER - ROSSIER PARK	04/17/24	MW	0101-6500-0-5150-5750-1180-650	4,986.82
82	00263247	V8213240	STEALTH AUDIO VISUAL	04/17/24	MW	0101-0008-0-5810-0000-8200-805	12,240.00
82	00263248	V8207529	STEVE WEISS MUSIC INC	04/17/24	MW	0101-6770-0-4301-1110-1000-250	399.66
82	00263249	V8200998	SUNSTATE EQUIPMENT CO	04/17/24	MW	0101-8150-0-5640-0000-8110-850	215.00
82	00263250	V8213035	SUPERIOR PRESS	04/17/24	MW	0101-9017-0-4301-1110-1000-200	31.08
82	00263250	V8213035	SUPERIOR PRESS	04/17/24	MW	0101-9017-0-4301-1110-1000-210	31.08
82	00263250	V8213035	SUPERIOR PRESS	04/17/24	MW	0101-9017-0-4301-1110-1000-230	31.06
82	00263250	V8213035	SUPERIOR PRESS	04/17/24	MW	0101-9017-0-4301-1110-1000-240	31.08
82	00263250	V8213035	SUPERIOR PRESS	04/17/24	MW	0101-9017-0-4301-1110-1000-250	31.08
82	00263251	V8214321	THE LAMAR COMPANIES	04/17/24	MW	0101-0004-0-5806-0000-7180-710	6,000.00
82	00263252	V8214193	THE SPEECH PATHOLOGY GROUP INC	04/17/24	MW	0101-6500-0-5151-5770-1190-650	18,165.00
82	00263253	V8201030	TIME & ALARM SYSTEMS	04/17/24	MW	0101-8150-0-5660-0000-8110-850	2,188.16
82	00263254	V8210553	TITAN STUDENT UNION	04/17/24	MW	0101-9017-0-5816-1110-1000-500	1,866.00
82	00263255	V8205738	VISTA PAINT	04/17/24	MW	0101-8150-0-4313-0000-8110-850	884.73
82	00263256	V8201091	WALTERS WHOLESALE ELECTRIC	04/17/24	MW	0101-8150-0-4313-0000-8110-850	5.90
82	00263257	V8213822	WESTERN DRAIN SUPPLY	04/17/24	MW	0101-8150-0-4313-0000-8110-850	484.99
82	00263258	V8210698	XEROX FINANCIAL SERVICES LLC	04/17/24	MW	0101-0003-0-5660-1110-1000-390	417.39
82	00263259	V8201132	YORBA LINDA WATER DISTRICT	04/17/24	MW	0101-0001-0-5550-1110-8200-990	976.74
82	00263290	V8214255	BEHAVIORLIVE LLC	04/18/24	MW	0101-0791-0-5240-1110-1000-706	800.00
82	00263291	E8202916	CERVANTES JR, FRANK	04/18/24	MW	0101-0723-0-5240-1110-3600-865	51.06
82	00263292	E8202861	CORONADO, VICTOR F	04/18/24	MW	0101-0723-0-5240-1110-3600-865	26.70
82	00263293	V8200493	GLASBY MAINTENANCE SUPPLY	04/18/24	MW	0101-0003-0-4309-1110-8200-110	2,939.64
82	00263293	V8200493	GLASBY MAINTENANCE SUPPLY	04/18/24	MW	0101-0003-0-4309-1110-8200-410	461.65
82	00263293	V8200493	GLASBY MAINTENANCE SUPPLY	04/18/24	MW	0101-0003-0-4309-1110-8200-440	104.29
82	00263293	V8200493	GLASBY MAINTENANCE SUPPLY	04/18/24	MW	0101-0003-0-4309-1110-8200-430	1,501.28
	00263294	V8200957	GOLDEN STATE WATER COMPANY	04/18/24	MW	0101-0001-0-5550-1110-8200-990	27,082.37
	00263295	V8213641	HANNA INTERPRETING SERVICES LL	04/18/24	MW	0101-6500-0-5810-5750-1110-650	770.00

PLACENTIA USD
Consolidated Check Register w. Account
from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263296	V8208315	HARBOTTLE LAW GROUP	04/18/24		MW	0101-0004-0-5807-0000-7400-730	16,205.50
82 00263296	V8208315	HARBOTTLE LAW GROUP	04/18/24		MW	0101-0004-0-5807-1110-3130-705	27,548.80
82 00263297	V8200542	HIRSCH PIPE & SUPPLY CO	04/18/24		MW	0101-8150-0-4410-0000-8110-110	3,928.28
82 00263297	V8200542	HIRSCH PIPE & SUPPLY CO	04/18/24		MW	0101-8150-0-4313-0000-8110-850	1,565.77
82 00263298	V8200547	HOME DEPOT	04/18/24		MW	0101-8150-0-4313-0000-8110-850	634.89
82 00263299	V8213069	INTERQUEST GROUP INC	04/18/24		MW	0101-0004-0-5690-1110-1000-705	3,520.00
82 00263300	V8213672	IRONWOOD PLUMBING INC	04/18/24		MW	0101-8150-0-5670-0000-8110-850	1,500.00
82 00263301	V8206810	LAKESHORE LEARNING	04/18/24		MW	0101-3310-0-4301-5770-1110-650	450.01
82 00263302	V8200679	MCFADDEN DALE HARDWARE	04/18/24		MW	0101-8150-0-4313-0000-8110-850	543.88
82 00263303	V8211731	MCKINLEY ELEVATOR CORP	04/18/24		MW	0101-8150-0-5670-0000-8110-850	225.00
82 00263304	V8200031	MEET THE MASTERS INC	04/18/24		MW	0101-6762-0-4301-1110-1000-340	3,671.38
82 00263305	V8212348	MOBILE SCREENING SOLUTIONS INC	04/18/24		MW	0101-0004-0-5810-0000-3600-865	1,189.00
82 00263306	E8203252	SALIBY, GEORGE B	04/18/24		MW	0101-0723-0-5240-1110-3600-865	148.68
82 00263307	V8200954	SO CALIF EDISON CO	04/18/24		MW	0101-0001-0-5540-1110-8200-990	7,011.42
82 00263308	V8200955	SO CALIF GAS CO	04/18/24		MW	0101-0001-0-5530-1110-8200-990	23,488.10
82 00263309	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/18/24		MW	0101-0003-0-4301-1110-1000-530	116.81
82 00263309	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/18/24		MW	0101-0004-0-4308-0000-7200-800	0.00
82 00263309	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/18/24		MW	0101-0008-0-4308-0000-8200-805	49.50
82 00263310	E8200335	SPEED, KARRITA E	04/18/24		MW	0101-0723-0-5240-1110-3600-865	167.03
82 00263311	V8209170	STARFALL EDUCATION	04/18/24		MW	0101-9017-0-5815-1110-1000-480	355.00
82 00263312	V8201006	SUPPLYMASTER INC	04/18/24		MW	0101-3310-0-4301-5750-1130-650	770.21
82 00263313	V8209251	TEXTHELP SYSTEMS INC	04/18/24		MW	0101-6500-0-5815-5060-2100-650	2,143.26
82 00263314	V8214080	WILD RIVERS WATERPARK IRVINE S	04/18/24		MW	0101-9017-0-5816-1110-1000-250	6,475.00
82 00263315	V8210698	XEROX FINANCIAL SERVICES LLC	04/18/24		MW	0101-0004-0-5640-0000-7540-832	107.48
82 00263315	V8210698	XEROX FINANCIAL SERVICES LLC	04/18/24		MW	0101-0004-0-7438-1110-9100-831	2,707.88
82 00263315	V8210698	XEROX FINANCIAL SERVICES LLC	04/18/24		MW	0101-6500-0-5640-5001-2100-650	218.70
82 00263316	V8201132	YORBA LINDA WATER DISTRICT	04/18/24		MW	0101-0001-0-5550-1110-8200-990	5,536.28
82 00263320	V8204532	AMAZON.COM CORPORATE CREDIT	04/19/24		MW	0101-0003-0-4301-1110-1000-450	80.25
82 00263320	V8204532	AMAZON.COM CORPORATE CREDIT	04/19/24		MW	0101-3213-0-4301-1110-1000-110	-31.65
82 00263320	V8204532	AMAZON.COM CORPORATE CREDIT	04/19/24		MW	0101-5634-0-4301-1110-1000-706	14,534.03
00263320	V8204532	AMAZON.COM CORPORATE CREDIT	04/19/24		MW	0101-6770-0-4301-1110-1000-140	555.08
00263321	V8207509	AT & T MOBILITY	04/19/24		MW	0101-0004-0-5940-1110-3130-705	56.12

PLACENTIA USD
Consolidated Check Register w. Account
from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263322	V8206737	CHAPIN TOLLEY BROWN ENTERPRISE	04/19/24		MW 0101-0720-0-5812-5001-3600-865	33,238.00
82	00263323	V8210752	EMERALD COVE OUTDOOR SCIENCE I	04/19/24		MW 0101-9015-0-5816-1110-1000-360	27,961.00
82	00263324	V8208315	HARBOTTLE LAW GROUP	04/19/24		MW 0101-0004-0-5807-0000-7400-730	5,020.00
82	00263325	V8211601	LAKEVIEW ELEMENTARY PTA	04/19/24		MW 0101-0008-0-5808-0000-8200-111	10,957.00
82	00263326	V8204553	OAK GROVE INSTITUTE	04/19/24		MW 0101-6500-0-5150-5750-1180-650	20,948.00
82	00263327	V8200773	ORVAC ELECTRONICS	04/19/24		MW 0101-8150-0-4313-0000-8110-850	204.41
82	00263327	V8200773	ORVAC ELECTRONICS	04/19/24		MW 0101-8150-0-4313-0000-8110-850	1,288.22
82	00263327	V8200773	ORVAC ELECTRONICS	04/19/24		MW 0101-8150-0-5690-0000-8110-850	4,794.88
82	00263328	V8212159	REGENTS OF UNIVERSITY OF CALIF	04/19/24		MW 0101-0791-0-5240-1110-1000-640	3,000.00
82	00263329	V8213198	SHERARD, ERIN	04/19/24		MW 0101-4127-0-5810-1110-1000-625	2,500.00
82	00263330	V8210807	SILVER LINING TRAVEL	04/19/24		MW 0101-3550-0-5240-3800-1000-640	180.00
82	00263330	V8210807	SILVER LINING TRAVEL	04/19/24		MW 0101-6387-0-5240-3800-1000-640	180.00
82	00263331	V8206427	SOCAL LAMINATING	04/19/24		MW 0101-0004-0-4308-0000-7550-831	116.50
82	00263332	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/19/24		MW 0101-0003-0-4301-1110-1000-520	51.53
82	00263332	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/19/24		MW 0101-0003-0-4308-0000-2700-120	0.00
82	00263332	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/19/24		MW 0101-0791-0-4301-1110-1000-380	249.75
82	00263333	V8207529	STEVE WEISS MUSIC INC	04/19/24		MW 0101-6762-0-4301-1110-1000-621	12,288.83
82	00263333	V8207529	STEVE WEISS MUSIC INC	04/19/24		MW 0101-6762-0-4410-1110-1000-621	3,898.67
82	00263334	V8206263	SUPER SIGNMART	04/19/24		MW 0101-0004-0-4308-0000-7550-831	614.71
82	00263335	V8213010	UNITED BINDING & LAMINATING	04/19/24		MW 0101-0004-0-4308-0000-7550-831	428.48
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0003-0-5660-1110-1000-140	35.90
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0003-0-5660-1110-1000-240	306.73
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0003-0-5660-1110-1000-250	362.59
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0003-0-5660-1110-1000-310	298.03
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0003-0-5640-1110-1000-400	154.42
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0003-0-5660-1110-1000-460	1,107.58
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0003-0-5660-1110-1000-480	200.85
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0004-0-5660-0000-7551-833	9.08
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0004-0-5660-1110-2100-610	124.04
82	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-0791-0-5660-1110-1000-625	23.39
	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-6500-0-5660-5001-2100-650	31.59
	00263336	V8214042	VISUAL EDGE IT INC	04/19/24		MW 0101-9017-0-5660-1110-1000-530	83.10

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263337	V8214303	WELLS FARGO BANK N.A.	04/19/24		MW	0101-0004-0-5650-0000-7200-800	151.16
82 00263338	V8214295	WELLS FARGO VENDOR FINANCIAL S	04/19/24		MW	0101-0003-0-5640-1110-1000-380	387.70
82 00263338	V8214295	WELLS FARGO VENDOR FINANCIAL S	04/19/24		MW	0101-0003-0-5640-1110-1000-520	208.43
82 00263338	V8214295	WELLS FARGO VENDOR FINANCIAL S	04/19/24		MW	0101-0003-0-5640-1110-9100-520	208.46
82 00263339	V8210698	XEROX FINANCIAL SERVICES LLC	04/19/24		MW	0101-0003-0-5640-1110-1000-140	313.84
82 00263339	V8210698	XEROX FINANCIAL SERVICES LLC	04/19/24		MW	0101-0003-0-5640-1110-1000-360	287.84
82 00263339	V8210698	XEROX FINANCIAL SERVICES LLC	04/19/24		MW	0101-0004-0-5640-0000-7400-730	240.29
SUBFUND 0101 Total:							625,238.76

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263198	V8200205	BREA OLINDA UNIFIED SCHOOL DIS	04/15/24		MW	1010-3310-0-9510-0000-0000-000	547,966.02
82 00263198	V8200205	BREA OLINDA UNIFIED SCHOOL DIS	04/15/24		MW	1010-3315-0-9510-0000-0000-000	28,326.54
SUBFUND 1010 Total:							576,292.56

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263199	V8200332	COSTCO WHOLESALE	04/15/24		MW	1212-6105-0-4301-8500-1000-672	419.86
82 00263200	V8200949	SMART & FINAL	04/15/24		MW	1212-6105-0-4301-8500-1000-672	768.82
82 00263218	V8200332	COSTCO WHOLESALE	04/16/24		MW	1212-9062-0-4301-1110-1000-670	376.53
82 00263219	V8200601	KAPLAN CO INC	04/16/24		MW	1212-9062-0-4301-1110-1000-670	32.11
82 00263219	V8200601	KAPLAN CO INC	04/16/24		MW	1212-9062-0-4301-1110-1000-670	31.17
82 00263219	V8200601	KAPLAN CO INC	04/16/24		MW	1212-9062-0-4301-1110-1000-670	241.96
82 00263317	V8200493	GLASBY MAINTENANCE SUPPLY	04/18/24		MW	1212-6105-0-4309-8500-1000-672	48.85
82 00263318	E8204303	RUMMELL, ALYCE	04/18/24		MW	1212-9044-0-4301-1110-1000-490	263.08
82 00263340	V8214042	VISUAL EDGE IT INC	04/19/24		MW	1212-6105-0-5660-8500-1000-672	56.16
SUBFUND 1212 Total:							2,238.54

PLACENTIA USD
Consolidated Check Register w. Account
from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263260	V8212328	THERMAL SERVICES INC	04/17/24		MW	1313-5310-0-5660-0000-3700-835	5,139.67
82 00263261	V8204532	AMAZON.COM CORPORATE CREDIT	04/17/24		MW	1313-5310-0-4308-0000-3700-835	229.99
82 00263262	V8200258	CDW G INC	04/17/24		MW	1313-5310-0-4343-0000-3700-835	259.53
82 00263263	V8211820	CULLIGAN OF SANTA ANA	04/17/24		MW	1313-5310-0-5690-0000-3700-835	157.10
82 00263264	V8213889	DIPPIN DOTS ICS CREAM	04/17/24		MW	1313-5310-0-4710-0000-3700-835	115.20
82 00263265	V8208714	DS WATER OF AMERICA INC.	04/17/24		MW	1313-5310-0-4710-0000-3700-835	104.68
82 00263266	V8211251	FOOD SAFETY SYSTEMS	04/17/24		MW	1313-5310-0-5690-0000-3700-835	75.00
82 00263266	V8211251	FOOD SAFETY SYSTEMS	04/17/24		MW	1313-5310-0-5810-0000-3700-835	5,780.00
82 00263275	V8204754	GOLD STAR	04/17/24		MW	1313-5310-0-4710-0000-3700-835	275,300.12
82 00263275	V8204754	GOLD STAR	04/17/24		MW	1313-5310-0-4713-0000-3700-835	2,757.76
82 00263276	V8213592	INDIVIDUAL FOODSERVICE	04/17/24		MW	1313-5310-0-4339-0000-3700-835	4,286.29
82 00263277	V8214160	NATIONAL FOOD GROUP INC	04/17/24		MW	1313-5310-0-4710-0000-3700-835	26,000.95
82 00263278	V8211029	OLD GROVE ORANGE INC	04/17/24		MW	1313-5467-0-4710-0000-3700-835	14,780.00
82 00263279	V8200778	P & R PAPER SUPPLY CO	04/17/24		MW	1313-5310-0-4339-0000-3700-835	22,740.51
82 00263280	V8207666	PEST OPTIONS INC	04/17/24		MW	1313-5310-0-5690-0000-3700-835	1,766.10
82 00263281	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/24		MW	1313-5310-0-4308-0000-3700-835	386.84
82 00263284	V8211050	SUNRISE PRODUCE	04/17/24		MW	1313-5310-0-4710-0000-3700-835	53,281.48
82 00263284	V8211050	SUNRISE PRODUCE	04/17/24		MW	1313-5310-0-4713-0000-3700-835	405.00
82 00263285	V8201006	SUPPLYMASTER INC	04/17/24		MW	1313-5310-0-4338-0000-3700-835	452.49
82 00263286	V8207751	ULINE INC	04/17/24		MW	1313-5310-0-4344-0000-3700-835	2,506.72
82 00263287	V8210243	US FOODS INC	04/17/24		MW	1313-5310-0-4710-0000-3700-835	3,009.92
82 00263288	V8214042	VISUAL EDGE IT INC	04/17/24		MW	1313-5310-0-5660-0000-3700-835	164.84
82 00263289	V8210698	XEROX FINANCIAL SERVICES LLC	04/17/24		MW	1313-5310-0-5640-0000-3700-835	138.01
82 00263319	V8200168	CLEARBROOK FARMS	04/18/24		MW	1313-5310-0-4710-0000-3700-835	93,210.04
SUBFUND 1313 Total:							513,048.24

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263201	V8200701	MOBILE MODULAR MGMT CORP	04/15/24		MW	2525-9262-0-5620-0000-8500-320	675.00
	SUBFUND 2525	Total:					675.00

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263202	V8214145	NXT SUPPLY LLC	04/15/24		MW	2545-9241-0-4410-0000-8500-410	7,416.75
82 00263202	V8214145	NXT SUPPLY LLC	04/15/24		MW	2545-9241-0-4410-0000-8500-450	3,708.38
SUBFUND 2545 Total:							11,125.13

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263220	V8200175	PYLUSD WORKERS COMP TRUST	04/16/24		MW	6768-0004-0-5809-0000-6000-820	57,447.40
82 00263341	V8200175	PYLUSD WORKERS COMP TRUST	04/19/24		MW	6768-0004-0-5809-0000-6000-820	28,171.43
SUBFUND 6768		Total:					85,618.83

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/14/2024 to 4/20/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263203	V8205549	A C S I G DENTAL	04/15/24		MW	6769-0004-0-5875-0000-6000-820	247,098.50
82 00263204	V8208818	ANTHEM LIFE INSURANCE COMPANY	04/15/24		MW	6769-0004-0-5877-0000-6000-820	14,098.00
82 00263205	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/15/24		MW	6769-0004-0-5870-0000-6000-820	38,188.00
82 00263205	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/15/24		MW	6769-0004-0-5871-0000-6000-820	802,583.00
82 00263205	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/15/24		MW	6769-0004-0-5872-0000-6000-820	89,244.00
82 00263205	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/15/24		MW	6769-0004-0-5873-0000-6000-820	1,378,088.00
82 00263205	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/15/24		MW	6769-0004-0-5874-0000-6000-820	1,015,087.00
82 00263206	V8201082	VISION SERVICE PLAN	04/15/24		MW	6769-0004-0-5876-0000-6000-820	43,210.66
82 00263221	V8205860	CIGNA DENTAL HEALTH INC	04/16/24		MW	6769-0004-0-5875-0000-6000-820	261.66
SUBFUND 6769 Total:							3,627,858.82
Grand Total:							5,442,095.88

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263342	V8200074	A Z BUS SALES INC	04/22/24		MW	0101-0720-0-4315-5001-3600-865	40.24
82 00263342	V8200074	A Z BUS SALES INC	04/22/24		MW	0101-0723-0-4315-1110-3600-865	549.78
82 00263342	V8200074	A Z BUS SALES INC	04/22/24		MW	0101-0723-0-5690-1110-3600-865	7,614.19
82 00263343	V8214258	AC PROS INC	04/22/24		MW	0101-3213-0-6270-0000-8500-100	63,175.00
82 00263344	V8214241	ADVANCE AUTO PARTS	04/22/24		MW	0101-0004-0-4313-0000-3600-865	999.76
82 00263344	V8214241	ADVANCE AUTO PARTS	04/22/24		MW	0101-0720-0-4315-5001-3600-865	183.93
82 00263345	V8211254	ALL CITY MANAGEMENT SERVICES I	04/22/24		MW	0101-0004-0-5809-1110-1000-865	14,023.10
82 00263346	V8213740	AMBASSADOR AUTOMOTIVE INC	04/22/24		MW	0101-0004-0-5690-1110-3600-865	110.00
82 00263346	V8213740	AMBASSADOR AUTOMOTIVE INC	04/22/24		MW	0101-0720-0-5690-5001-3600-865	110.00
82 00263347	V8201311	AQUA SERV ENGINEERS INC	04/22/24		MW	0101-8150-0-5670-0000-8110-110	175.00
82 00263347	V8201311	AQUA SERV ENGINEERS INC	04/22/24		MW	0101-8150-0-5670-0000-8110-130	475.00
82 00263347	V8201311	AQUA SERV ENGINEERS INC	04/22/24		MW	0101-8150-0-5670-0000-8110-410	300.00
82 00263347	V8201311	AQUA SERV ENGINEERS INC	04/22/24		MW	0101-8150-0-5670-0000-8110-420	300.00
82 00263348	V8200161	B & M LAWN & GARDEN CENTER	04/22/24		MW	0101-0004-0-4313-0000-8210-840	244.36
82 00263348	V8200161	B & M LAWN & GARDEN CENTER	04/22/24		MW	0101-0004-0-4313-0000-8220-845	168.14
82 00263348	V8200161	B & M LAWN & GARDEN CENTER	04/22/24		MW	0101-0004-0-5660-0000-8220-845	360.62
82 00263349	E8203756	BORDWELL, KIMBERLY	04/22/24		MW	0101-6500-0-5220-5770-1190-650	16.08
82 00263350	V8203372	BUREAU OF EDUCATION & RESEARCH	04/22/24		MW	0101-6762-0-5240-1110-1000-640	1,395.00
82 00263350	V8203372	BUREAU OF EDUCATION & RESEARCH	04/22/24		MW	0101-6762-0-5240-1110-1000-685	1,395.00
82 00263350	V8203372	BUREAU OF EDUCATION & RESEARCH	04/22/24		MW	0101-6762-0-5240-1110-2100-640	418.50
82 00263350	V8203372	BUREAU OF EDUCATION & RESEARCH	04/22/24		MW	0101-6762-0-5240-1110-2100-685	418.50
82 00263351	V8211664	CALIFORNIA STEEPLEJACK	04/22/24		MW	0101-8150-0-4313-0000-8110-140	1,155.35
82 00263352	E8201607	CAMPBELL, MARLANA C	04/22/24		MW	0101-0004-0-5220-0000-7700-810	31.09
82 00263353	V8200258	CDW G INC	04/22/24		MW	0101-6762-0-4301-0000-8500-220	1,196.25
82 00263353	V8200258	CDW G INC	04/22/24		MW	0101-6762-0-6411-0000-8500-220	31,537.50
82 00263354	V8212180	CINTAS CORPORATION	04/22/24		MW	0101-0720-0-5560-5001-3600-865	192.79
82 00263354	V8212180	CINTAS CORPORATION	04/22/24		MW	0101-8150-0-5640-0000-8110-850	570.50
82 00263355	E8202725	COLE, MAURINE E	04/22/24		MW	0101-6500-0-5220-5770-1190-650	152.83
82 00263356	V8213119	COUNTRY CITY TOWING INC.	04/22/24		MW	0101-0723-0-5809-1110-3600-865	900.00
82 00263357	E8202204	DAVIS, WILLIAM J	04/22/24		MW	0101-0003-0-4301-1110-1000-110	107.18
00263357	E8202204	DAVIS, WILLIAM J	04/22/24		MW	0101-0003-0-4308-1110-2700-110	124.68
00263357	E8202204	DAVIS, WILLIAM J	04/22/24		MW	0101-6762-0-4308-1110-1000-621	43.49

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263358	V8207165 DIRECT DOOR & HARDWARE INC	04/22/24		MW	0101-8150-0-4313-0000-8110-850	646.17
82	00263359	E8203411 EBANKS, LILIAN	04/22/24		MW	0101-6500-0-5220-5770-1190-650	28.68
82	00263360	V8213838 EVERDRIVEN TECHNOLOGIES	04/22/24		MW	0101-0720-0-5812-5001-3600-865	16,583.07
82	00263361	V8210119 FACTORY MOTOR PARTS	04/22/24		MW	0101-0004-0-4313-1110-3600-865	959.39
82	00263361	V8210119 FACTORY MOTOR PARTS	04/22/24		MW	0101-0720-0-4315-5001-3600-865	138.20
82	00263362	E8203627 FANG, WEI	04/22/24		MW	0101-0004-0-5220-1110-1000-621	172.46
82	00263363	E8203929 FLECKENSTEIN, MARLEE	04/22/24		MW	0101-6500-0-5220-5770-1190-650	102.85
82	00263364	V8200446 FLEET SERVICES	04/22/24		MW	0101-0720-0-4315-5001-3600-865	1,075.43
82	00263364	V8200446 FLEET SERVICES	04/22/24		MW	0101-0723-0-4315-1110-3600-865	3,319.29
82	00263365	V8209770 FULLER ENGINEERING INC	04/22/24		MW	0101-8150-0-5670-0000-8110-850	3,291.35
82	00263366	E8203324 GANGANO, TALIA R	04/22/24		MW	0101-6500-0-5220-5770-1190-650	89.58
82	00263367	V8200493 GLASBY MAINTENANCE SUPPLY	04/22/24		MW	0101-0003-0-4309-1110-1000-320	2,007.96
82	00263367	V8200493 GLASBY MAINTENANCE SUPPLY	04/22/24		MW	0101-0003-0-4309-1110-8200-350	856.83
82	00263367	V8200493 GLASBY MAINTENANCE SUPPLY	04/22/24		MW	0101-0008-0-4309-0000-8210-805	484.41
82	00263368	V8208360 GOLD COAST TOURS	04/22/24		MW	0101-0723-0-5816-1110-3600-865	1,401.20
82	00263369	E8204221 GOOCH, BRANDON	04/22/24		MW	0101-0004-0-5220-1110-1000-810	11.79
82	00263370	E8202874 GRIFFITHS, DANA	04/22/24		MW	0101-0004-0-5240-0000-7300-815	1,120.46
82	00263371	V8200547 HOME DEPOT	04/22/24		MW	0101-6762-0-4301-0000-8500-220	511.47
82	00263371	V8200547 HOME DEPOT	04/22/24		MW	0101-8150-0-4313-0000-8110-850	107.72
82	00263372	V8200574 IRVINE PARK RAILROAD	04/22/24		MW	0101-9017-0-5816-1110-1000-420	1,730.00
82	00263373	V8200579 J W PEPPER OF LOS ANGELES	04/22/24		MW	0101-0003-0-4301-1110-1000-100	96.78
82	00263373	V8200579 J W PEPPER OF LOS ANGELES	04/22/24		MW	0101-0003-0-4301-1110-1000-140	493.48
82	00263374	V8200227 JDS INDUSTRIES INC	04/22/24		MW	0101-0004-0-4308-0000-7550-831	550.68
82	00263375	E8201922 KIRUI, LESLIE C	04/22/24		MW	0101-6500-0-5220-5770-1190-650	113.76
82	00263376	E8204269 KOO, HANKYOL	04/22/24		MW	0101-0004-0-5220-1110-1000-621	33.77
82	00263377	E8203735 KRAUSE, ASHLEY	04/22/24		MW	0101-0791-0-5220-1110-2100-625	39.93
82	00263377	E8203735 KRAUSE, ASHLEY	04/22/24		MW	0101-6500-0-5220-5060-2100-650	335.85
82	00263377	E8203735 KRAUSE, ASHLEY	04/22/24		MW	0101-6500-0-5220-5770-1190-650	109.74
82	00263378	E8202267 MARINO, ELAINE	04/22/24		MW	0101-6500-0-5220-5770-1190-650	91.72
82	00263379	E8203898 MICHEL, CRISTINA	04/22/24		MW	0101-0004-0-5240-0000-7300-815	1,186.17
	00263380	E8203650 NEUMAYR, ROSE	04/22/24		MW	0101-0004-0-5220-1110-1000-621	291.31
	00263381	E8202883 OKUNO, MARTHA I	04/22/24		MW	0101-6500-0-5220-5770-1190-650	33.50

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263382	E8204304	PHIPPS, GABRIELA	04/22/24		MW	0101-6500-0-5220-5750-1190-650	31.16
82 00263383	V8214032	S.E.T. BASKETBALL ACADEMY LLC	04/22/24		MW	0101-2600-0-5110-1110-1000-670	4,095.00
82 00263384	V8207774	SELMAN CHEVROLET	04/22/24		MW	0101-0004-0-4313-1110-3600-865	358.48
82 00263384	V8207774	SELMAN CHEVROLET	04/22/24		MW	0101-0720-0-4315-5001-3600-865	228.29
82 00263385	V8203736	SHAR PRODUCTS	04/22/24		MW	0101-6762-0-5660-1110-1000-621	103.23
82 00263386	V8210807	SILVER LINING TRAVEL	04/22/24		MW	0101-3550-0-5240-3800-1000-640	480.00
82 00263387	V8213325	SMOG TECH	04/22/24		MW	0101-0004-0-5809-1110-1000-865	100.00
82 00263388	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/22/24		MW	0101-2600-0-4301-1110-1000-670	658.32
82 00263389	E8203873	STAMP, EVIN	04/22/24		MW	0101-0004-0-5220-1110-1000-621	66.53
82 00263390	V8211331	SWANK MOVIE LICENSING USA	04/22/24		MW	0101-9017-0-5815-1110-1000-390	1,188.00
82 00263390	V8211331	SWANK MOVIE LICENSING USA	04/22/24		MW	0101-9017-0-5809-1110-1000-490	1,188.00
82 00263391	V8200536	SYNOVIA SOLUTIONS LLC	04/22/24		MW	0101-0723-0-5640-1110-3600-865	4,676.25
82 00263392	E8203356	TABLAS, EVELYN N	04/22/24		MW	0101-0004-0-5240-0000-7300-815	1,223.18
82 00263393	E8204287	TOWSON, MARY	04/22/24		MW	0101-0004-0-5220-1110-1000-621	60.43
82 00263394	V8211201	TRUCKPRO HOLDING CORPORATION	04/22/24		MW	0101-0004-0-4313-1110-8200-865	3,804.72
82 00263394	V8211201	TRUCKPRO HOLDING CORPORATION	04/22/24		MW	0101-0720-0-4315-5001-3600-865	1,736.51
82 00263394	V8211201	TRUCKPRO HOLDING CORPORATION	04/22/24		MW	0101-0723-0-4315-1110-3600-865	1,892.21
82 00263395	V8205695	UNIFORM & ACCESSORIES WAREHOUS	04/22/24		MW	0101-0008-0-4301-0000-8200-805	153.54
82 00263396	V8201595	UNITED PARCEL SERVICE	04/22/24		MW	0101-0004-0-4308-0000-7300-815	35.53
82 00263397	V8201075	VERIZON WIRELESS	04/22/24		MW	0101-0720-0-5940-5001-3600-865	101.68
82 00263398	V8205738	VISTA PAINT	04/22/24		MW	0101-8150-0-4313-0000-8110-850	36.49
82 00263399	E8203461	VITO, SPENCER	04/22/24		MW	0101-0004-0-5220-1110-1000-810	45.56
82 00263408	E8202626	BOYDSTON, TAMMY R	04/23/24		MW	0101-9017-0-4301-1110-1000-240	28.85
82 00263409	V8200267	CERTIFIED TRANS SERVICES INC	04/23/24		MW	0101-0723-0-5816-1110-3600-865	6,191.00
82 00263410	E8202916	CERVANTES JR, FRANK	04/23/24		MW	0101-0723-0-5240-1110-3600-865	23.57
82 00263411	E8201362	CHRISTIANSEN, JEFFREY W	04/23/24		MW	0101-6300-0-4301-1110-1000-685	107.57
82 00263412	V8200224	CITY OF ANAHEIM	04/23/24		MW	0101-0001-0-5540-1110-8200-990	55,162.90
82 00263412	V8200224	CITY OF ANAHEIM	04/23/24		MW	0101-0001-0-5550-1110-8200-990	7,315.84
82 00263413	V8208957	COLLEGE BOARD PUBLICATIONS	04/23/24		MW	0101-9017-0-5240-1110-1000-140	265.00
82 00263414	E8202840	FABRIZIO, DAVID	04/23/24		MW	0101-0723-0-5240-1110-3600-865	77.42
00263415	V8214353	GARNER HOLT EDUCATION THROUGH	04/23/24		MW	0101-6762-0-4301-0000-8500-220	19,228.40
00263415	V8214353	GARNER HOLT EDUCATION THROUGH	04/23/24		MW	0101-6762-0-4410-0000-8500-220	33,690.74

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263415	V8214353	GARNER HOLT EDUCATION THROUGH	04/23/24	MW	0101-6762-0-4412-0000-8500-220	1,349.58
82	00263415	V8214353	GARNER HOLT EDUCATION THROUGH	04/23/24	MW	0101-6762-0-6490-0000-8500-220	68,308.28
82	00263416	E8200449	JAUCH, JAMIE L	04/23/24	MW	0101-0003-0-4301-1110-1000-160	31.25
82	00263417	V8201171	KELLY PAPER	04/23/24	MW	0101-0004-0-4308-0000-7550-831	1,596.15
82	00263418	V8214329	KIMBALL MIDWEST	04/23/24	MW	0101-0720-0-4317-5001-3600-865	443.67
82	00263419	V8200617	LAKESHORE LEARNING MATERIALS	04/23/24	MW	0101-9089-0-4301-1110-1000-670	3,343.54
82	00263419	V8200617	LAKESHORE LEARNING MATERIALS	04/23/24	MW	0101-9089-0-4330-1110-1000-670	628.57
82	00263419	V8200617	LAKESHORE LEARNING MATERIALS	04/23/24	MW	0101-9089-0-4410-1110-1000-670	2,932.97
82	00263420	V8213874	LAWSON PRODUCTS INC	04/23/24	MW	0101-0720-0-4315-5001-3600-865	780.80
82	00263421	V8209136	MANAGEBAC	04/23/24	MW	0101-0005-0-5815-1110-1000-100	1,830.26
82	00263422	V8214099	MAXIM HEALTHCARE STAFFING SERV	04/23/24	MW	0101-6500-0-5151-5770-1180-650	46,697.26
82	00263423	V8200679	MCFADDEN DALE HARDWARE	04/23/24	MW	0101-8150-0-4313-0000-8110-850	336.83
82	00263424	V8210141	MUSIC & ARTS CENTER	04/23/24	MW	0101-6770-0-4301-1110-1000-250	280.78
82	00263425	V8214145	NXT SUPPLY LLC	04/23/24	MW	0101-8150-0-4313-0000-8110-850	483.48
82	00263426	V8211770	OC LETTERPRESS	04/23/24	MW	0101-0004-0-4308-0000-7550-831	320.00
82	00263427	V8213850	OLIVE CREST ACADEMY	04/23/24	MW	0101-6500-0-5150-5750-1190-650	10,323.97
82	00263427	V8213850	OLIVE CREST ACADEMY	04/23/24	MW	0101-6500-0-5851-5001-3600-650	2,823.67
82	00263428	V8214031	ORANGE CIRCLE SPEECH SERVICES	04/23/24	MW	0101-6500-0-5810-5770-1190-650	10,470.00
82	00263429	V8200764	ORANGE COUNTY DEPT OF ED	04/23/24	MW	0101-4035-0-5240-1110-1000-635	640.00
82	00263430	V8204634	ORANGE COUNTY ZOO	04/23/24	MW	0101-9017-0-5816-1110-1000-510	116.00
82	00263431	E8204115	ORNELAS, KARINA	04/23/24	MW	0101-0003-0-4338-0000-2700-140	14.96
82	00263432	V8200773	ORVAC ELECTRONICS	04/23/24	MW	0101-8150-0-4313-0000-8110-850	238.04
82	00263433	V8213400	PARADISE DRINKING WATER	04/23/24	MW	0101-0720-0-4338-5001-3600-865	81.60
82	00263434	V8200795	PARKHOUSE TIRE INC	04/23/24	MW	0101-0720-0-4312-5001-3600-865	1,092.61
82	00263435	E8203850	PEARSON, IRENE	04/23/24	MW	0101-0003-0-4301-1110-1000-160	40.67
82	00263436	V8200247	PERMA BOUND	04/23/24	MW	0101-0003-0-4210-1110-1000-200	66.29
82	00263437	V8212960	PEST SCIENCE LLC	04/23/24	MW	0101-8150-0-5670-0000-8110-850	2,551.56
82	00263438	E8203549	PICCIOTTA, DANIELA	04/23/24	MW	0101-0003-0-4301-1110-1000-140	94.49
82	00263438	E8203549	PICCIOTTA, DANIELA	04/23/24	MW	0101-0003-0-5815-1110-1000-140	60.00
82	00263439	V8200834	POWERSTRIDE BATTERY CO INC	04/23/24	MW	0101-0004-0-4313-1110-8200-865	1,128.35
	00263439	V8200834	POWERSTRIDE BATTERY CO INC	04/23/24	MW	0101-0723-0-4315-1110-3600-865	482.89
	00263440	V8208514	PRETEND CITY CHILDRENS MUSEUM	04/23/24	MW	0101-9017-0-5816-1110-1000-350	840.00

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263441	V8213901 RWC INTERNATIONAL LTD	04/23/24		MW	0101-0720-0-4315-5001-3600-865	3,053.40
82	00263442	V8200955 SO CALIF GAS CO	04/23/24		MW	0101-0001-0-5530-1110-8200-990	25,437.17
82	00263443	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/23/24		MW	0101-0003-0-4301-1110-1000-410	298.63
82	00263443	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/23/24		MW	0101-0720-0-4308-5001-3600-865	1,747.18
82	00263443	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/23/24		MW	0101-0723-0-4308-0000-3600-865	59.17
82	00263444	V8200463 STUDENT TRANSPORTATION OF AMER	04/23/24		MW	0101-0723-0-5816-1110-3600-865	2,736.00
82	00263445	V8201006 SUPPLYMASTER INC	04/23/24		MW	0101-0003-0-4308-0000-2700-390	425.84
82	00263445	V8201006 SUPPLYMASTER INC	04/23/24		MW	0101-0003-0-4343-1110-1000-110	281.66
82	00263445	V8201006 SUPPLYMASTER INC	04/23/24		MW	0101-0003-0-4301-1110-1000-230	155.96
82	00263445	V8201006 SUPPLYMASTER INC	04/23/24		MW	0101-0004-0-4308-0000-7300-815	165.41
82	00263446	V8209344 TRILLIUM USA COMPANY	04/23/24		MW	0101-0723-0-4348-1110-3600-865	7,985.64
82	00263447	V8205382 UKG KRONOS SYSTEMS LLC	04/23/24		MW	0101-0720-0-5809-5001-3600-865	2,746.00
82	00263448	V8214042 VISUAL EDGE IT INC	04/23/24		MW	0101-0003-0-5660-1110-1000-320	252.73
82	00263448	V8214042 VISUAL EDGE IT INC	04/23/24		MW	0101-0003-0-5660-1110-1000-480	88.28
82	00263448	V8214042 VISUAL EDGE IT INC	04/23/24		MW	0101-0003-0-5660-1110-1000-500	175.98
82	00263448	V8214042 VISUAL EDGE IT INC	04/23/24		MW	0101-0004-0-5660-0000-7530-830	16.88
82	00263448	V8214042 VISUAL EDGE IT INC	04/23/24		MW	0101-0004-0-5660-0000-7540-832	9.67
82	00263448	V8214042 VISUAL EDGE IT INC	04/23/24		MW	0101-0004-0-5660-0000-7550-831	774.14
82	00263448	V8214042 VISUAL EDGE IT INC	04/23/24		MW	0101-0004-0-7438-1110-9100-831	346.77
82	00263449	V8200477 WINN, CARRIE E	04/23/24		MW	0101-6300-0-4301-1110-1000-685	118.79
82	00263450	E8202412 WINTERS, SHELLY L	04/23/24		MW	0101-0003-0-4308-0000-2700-130	32.30
82	00263451	V8214343 ZEN EDUCATE	04/23/24		MW	0101-6500-0-5151-5770-1180-650	4,456.69
82	00263461	V8200065 A C S A FOUNDATION FOR ED ADMI	04/24/24		MW	0101-6266-0-5240-1110-2100-730	3,750.00
82	00263462	V8212370 ALONTI CAFE & CATERING	04/24/24		MW	0101-0004-0-4338-0000-7400-730	248.88
82	00263463	V8201312 AQUARIUM OF THE PACIFIC	04/24/24		MW	0101-9017-0-5816-1110-1000-420	828.00
82	00263464	V8200161 B & M LAWN & GARDEN CENTER	04/24/24		MW	0101-0004-0-4313-0000-8220-845	183.93
82	00263464	V8200161 B & M LAWN & GARDEN CENTER	04/24/24		MW	0101-0004-0-5660-0000-8220-845	625.27
82	00263465	E8203482 BOAZ, RODNEY	04/24/24		MW	0101-6387-0-5240-3800-1000-640	432.03
82	00263466	V8213647 BREA URGENT CARE INC.	04/24/24		MW	0101-0004-0-5810-0000-3600-865	165.00
82	00263467	V8211664 CALIFORNIA STEEPLEJACK	04/24/24		MW	0101-8150-0-4313-0000-8110-470	248.38
	00263468	V8201588 CAMELOT GOLFLAND	04/24/24		MW	0101-9017-0-5816-1110-1000-520	2,154.75
	00263469	V8211565 CANELA SOFTWARE INC	04/24/24		MW	0101-0004-0-4342-1110-3140-705	3,190.00

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263470	V8210508	CELL BUSINESS EQUIPMENT	04/24/24		MW	0101-0004-0-5660-0000-7550-831	2,104.48
82 00263471	V8200267	CERTIFIED TRANS SERVICES INC	04/24/24		MW	0101-0723-0-5816-1110-3600-865	2,360.00
82 00263472	V8212180	CINTAS CORPORATION	04/24/24		MW	0101-0004-0-5640-0000-7540-832	53.57
82 00263472	V8212180	CINTAS CORPORATION	04/24/24		MW	0101-0720-0-5560-5001-3600-865	658.52
82 00263473	V8213262	CINTAS FIRST AID & SAFETY	04/24/24		MW	0101-0723-0-4317-1110-3600-865	90.24
82 00263474	V8213530	COLDESI INC	04/24/24		MW	0101-0004-0-4308-0000-7550-831	324.88
82 00263475	V8213479	CONEXWEST	04/24/24		MW	0101-2600-0-5640-1110-2100-670	560.04
82 00263476	V8200332	COSTCO WHOLESALE	04/24/24		MW	0101-0791-0-4338-0000-2700-100	190.29
82 00263476	V8200332	COSTCO WHOLESALE	04/24/24		MW	0101-2600-0-4301-1110-1000-670	645.80
82 00263476	V8200332	COSTCO WHOLESALE	04/24/24		MW	0101-5634-0-4301-1110-1000-706	1,014.65
82 00263477	V8200375	DIVISION OF THE STATE ARCHITEC	04/24/24		MW	0101-3213-0-6220-0000-8500-100	4,320.92
82 00263478	V8212349	DREAMS FOR SCHOOLS	04/24/24		MW	0101-2600-0-5110-1110-1000-670	6,641.18
82 00263478	V8212349	DREAMS FOR SCHOOLS	04/24/24		MW	0101-2600-0-5810-1110-1000-670	2,930.44
82 00263479	V8213829	EDINGER PRINTING INC	04/24/24		MW	0101-0004-0-4308-0000-7550-831	1,420.25
82 00263480	V8210160	EDMENTUM INC	04/24/24		MW	0101-7435-0-5815-1110-1000-625	2,250.00
82 00263481	V8213838	EVERDRIVEN TECHNOLOGIES	04/24/24		MW	0101-0720-0-5812-5001-3600-865	7,646.61
82 00263482	V8207536	EXTRON USA WEST	04/24/24		MW	0101-0004-0-5670-1110-1000-810	550.00
82 00263482	V8207536	EXTRON USA WEST	04/24/24		MW	0101-3213-0-4412-1110-1000-810	2,718.75
82 00263483	V8214062	FACILITY SOLUTIONS GROUP INC	04/24/24		MW	0101-0003-0-4309-1110-8200-530	641.06
82 00263483	V8214062	FACILITY SOLUTIONS GROUP INC	04/24/24		MW	0101-0003-0-4309-1110-8200-430	438.05
82 00263484	V8200438	FEDERAL EXPRESS	04/24/24		MW	0101-6500-0-5930-5001-2100-650	82.35
82 00263485	V8212203	FELLERS LLC	04/24/24		MW	0101-0004-0-4308-0000-7550-831	610.23
82 00263486	V8210083	FIRST STUDENT INC	04/24/24		MW	0101-0720-0-5812-5001-3600-865	32,162.50
82 00263487	V8200493	GLASBY MAINTENANCE SUPPLY	04/24/24		MW	0101-0003-0-4309-1110-1000-320	252.50
82 00263487	V8200493	GLASBY MAINTENANCE SUPPLY	04/24/24		MW	0101-0003-0-4309-1110-8200-130	1,819.79
82 00263487	V8200493	GLASBY MAINTENANCE SUPPLY	04/24/24		MW	0101-0003-0-4309-1110-8200-520	1,664.64
82 00263487	V8200493	GLASBY MAINTENANCE SUPPLY	04/24/24		MW	0101-0003-0-4309-1110-8200-530	1,031.23
82 00263488	V8208360	GOLD COAST TOURS	04/24/24		MW	0101-0723-0-5816-1110-3600-865	3,500.00
82 00263489	V8213672	IRONWOOD PLUMBING INC	04/24/24		MW	0101-8150-0-5690-0000-8110-390	12,347.00
82 00263490	V8200574	IRVINE PARK RAILROAD	04/24/24		MW	0101-9017-0-5816-1110-1000-530	402.00
00263491	V8200579	J W PEPPER OF LOS ANGELES	04/24/24		MW	0101-0003-0-4301-1110-1000-140	1,380.68
00263492	V8201171	KELLY PAPER	04/24/24		MW	0101-0004-0-4308-0000-7550-831	1,161.87

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-120	154.30
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-130	38.49
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-140	63.06
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-200	203.75
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-210	835.92
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-230	591.45
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-340	752.21
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-360	137.77
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-380	252.55
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-460	101.08
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-0003-0-5660-1110-1000-480	532.35
82 00263493	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/24/24		MW	0101-6500-0-5660-5001-2100-650	200.34
82 00263494	V8200617	LAKESHORE LEARNING MATERIALS	04/24/24		MW	0101-9089-0-4301-1110-1000-670	2,315.56
82 00263495	V8214355	LAMAR AIRPORT ADVERTISING CO	04/24/24		MW	0101-0004-0-5806-0000-7180-710	7,500.00
82 00263496	V8201448	LOS ANGELES ZOO	04/24/24		MW	0101-9017-0-5816-1110-1000-230	365.00
82 00263497	E8203458	MONTAG, MARLISA	04/24/24		MW	0101-0001-0-5220-0000-7400-730	14.07
82 00263498	V8209775	NATIONAL SPORTS APPAREL LLC	04/24/24		MW	0101-6762-0-4301-1110-1000-130	11,849.06
82 00263499	V8200746	NORTH COUNTY GLASS	04/24/24		MW	0101-8150-0-4313-0000-8110-850	339.41
82 00263500	V8200250	P Y L U S D	04/24/24		MW	0101-0000-0-3353-0000-0000-000	623.92
82 00263500	V8200250	P Y L U S D	04/24/24		MW	0101-0000-0-3354-0000-0000-000	7,966.36
82 00263500	V8200250	P Y L U S D	04/24/24		MW	0101-0004-0-5809-1110-1000-110	743.20
82 00263500	V8200250	P Y L U S D	04/24/24		MW	0101-9017-0-5809-1110-1000-700	850.00
82 00263501	V8211710	PITSCO EDUCATION LLC	04/24/24		MW	0101-0003-0-4301-1110-1000-210	758.48
82 00263502	V8211817	RAYMOND HANDLING SOLUTIONS INC	04/24/24		MW	0101-0004-0-5660-0000-7540-832	476.47
82 00263503	V8211009	RIGHT RESPONSE LLC	04/24/24		MW	0101-0004-0-5809-1110-1000-730	375.00
82 00263504	V8213525	RMiHD INC	04/24/24		MW	0101-0008-0-5640-0000-8200-102	6,060.50
82 00263504	V8213525	RMiHD INC	04/24/24		MW	0101-0008-0-5640-0000-8200-142	4,923.50
82 00263505	V8200927	SCHORR METALS INC	04/24/24		MW	0101-8150-0-4313-0000-8110-850	89.99
82 00263506	V8200932	SECO ELECTRIC & LIGHTING	04/24/24		MW	0101-8150-0-4313-0000-8110-110	2,812.44
82 00263507	V8209413	SERVPRO OF DOWNEY	04/24/24		MW	0101-8150-0-5690-0000-8110-400	3,180.78
00263508	V8211314	SITEONE LANDSCAPE SUPPLY LLC	04/24/24		MW	0101-0004-0-4313-0000-8220-845	121.11
00263509	V8211658	SMART & FINAL	04/24/24		MW	0101-2600-0-4301-1110-1000-670	684.67

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263510	V8211143	SOLIANT HEALTH	04/24/24		MW	0101-6500-0-5151-5770-1190-650	4,800.00
82 00263511	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/24/24		MW	0101-0003-0-4301-1110-1000-340	69.87
82 00263511	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/24/24		MW	0101-0003-0-4301-1110-1000-400	8.11
82 00263511	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/24/24		MW	0101-0003-0-4301-1110-1000-430	271.70
82 00263511	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/24/24		MW	0101-0003-0-4308-0000-2700-110	62.05
82 00263511	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/24/24		MW	0101-0004-0-4308-1110-2100-635	24.79
82 00263511	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/24/24		MW	0101-6762-0-4301-1110-1000-330	8.08
82 00263512	E8201609	STEUBER, MICHELLE L	04/24/24		MW	0101-0791-0-5220-1110-2100-640	81.55
82 00263513	V8201006	SUPPLYMASTER INC	04/24/24		MW	0101-0003-0-4308-0000-2700-400	509.33
82 00263513	V8201006	SUPPLYMASTER INC	04/24/24		MW	0101-0003-0-4301-1110-1000-350	93.66
82 00263513	V8201006	SUPPLYMASTER INC	04/24/24		MW	0101-0003-0-4308-0000-2700-130	631.09
82 00263514	V8212919	VALENCIA HIGH SCHOOL ASB	04/24/24		MW	0101-0000-0-8699-0000-0000-000	565.11
82 00263515	V8214042	VISUAL EDGE IT INC	04/24/24		MW	0101-0003-0-5660-1110-1000-460	405.00
82 00263516	V8214072	WATER AND WIFI LLC	04/24/24		MW	0101-8150-0-4313-0000-8110-850	609.00
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0003-0-4308-0000-2700-240	23.92
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0003-0-4301-1110-1000-110	152.36
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0003-0-4210-1110-1000-130	17.39
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0003-0-4301-1110-1000-140	253.73
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0003-0-4301-1110-1000-210	28.14
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0003-0-4308-0000-2700-110	170.49
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0004-0-4308-0000-7200-800	173.99
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0004-0-4301-1110-1000-640	22.04
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0004-0-4308-1110-1000-640	53.28
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0004-0-4301-1110-1000-810	314.23
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0004-0-4308-1110-2100-640	30.44
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-0791-0-4301-1110-2495-635	269.75
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-3010-0-4210-1110-1000-250	22.82
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-3310-0-4301-5770-1110-650	187.94
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-3310-0-4301-5770-1190-650	39.56
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-4127-0-4301-1110-1000-625	1,141.86
00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-6500-0-4343-5750-1190-650	314.93
00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-6770-0-4301-1110-1000-140	13.33

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-8150-0-4410-0000-8110-850	584.62
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-9089-0-4301-1110-1000-670	3,191.87
82 00263524	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	0101-9089-0-4410-0000-2100-670	1,086.41
82 00263525	V8206633	BEACON DAY SCHOOL	04/25/24		MW	0101-6500-0-5150-5750-1180-650	13,708.90
82 00263526	E8202028	BORG, TANYA M	04/25/24		MW	0101-0791-0-5240-1110-1000-640	12.06
82 00263527	V8213489	CONGRUENT LIVES INC.	04/25/24		MW	0101-6500-0-5851-5750-1180-650	5,600.00
82 00263528	E8203336	DINH, RICHARD	04/25/24		MW	0101-0003-0-4338-0000-2700-140	137.92
82 00263529	E8200182	FREEMAN, THOMAS M	04/25/24		MW	0101-0003-0-4301-1110-1000-130	48.47
82 00263530	E8200390	GAYTAN, GUADALUPE A	04/25/24		MW	0101-0003-0-4308-0000-2700-110	53.85
82 00263531	V8200493	GLASBY MAINTENANCE SUPPLY	04/25/24		MW	0101-0003-0-4309-1110-8200-200	1,279.90
82 00263532	V8200547	HOME DEPOT	04/25/24		MW	0101-0008-0-4301-0000-8200-805	93.68
82 00263533	V8210211	IMPERIAL BAND INSTRUMENTS	04/25/24		MW	0101-6762-0-5660-1110-1000-621	12,937.06
82 00263534	E8203735	KRAUSE, ASHLEY	04/25/24		MW	0101-6500-0-5220-5060-2100-650	335.85
82 00263535	E8200341	LAPORTE, PAUL D	04/25/24		MW	0101-0791-0-5220-1110-2100-625	94.07
82 00263536	E8200245	LLEWELLYN JR., RAYMOND T	04/25/24		MW	0101-0004-0-5220-1110-1000-621	68.41
82 00263537	V8211330	LUCKY DEVIL LLC	04/25/24		MW	0101-0723-0-4317-1110-3600-865	332.00
82 00263538	E8203802	LUONG, JEAN	04/25/24		MW	0101-6500-0-5220-5770-1190-650	56.21
82 00263539	E8202267	MARINO, ELAINE	04/25/24		MW	0101-6500-0-5220-5770-1190-650	53.53
82 00263540	V8214099	MAXIM HEALTHCARE STAFFING SERV	04/25/24		MW	0101-6500-0-5151-5770-1180-650	18,909.94
82 00263541	E8204226	MEJIA, ARACELI	04/25/24		MW	0101-3550-0-5240-3800-1000-640	76.12
82 00263542	V8208366	NEW VISTA SCHOOL	04/25/24		MW	0101-6500-0-5150-5750-1180-650	3,866.50
82 00263543	E8203928	NGUYEN, NANCY	04/25/24		MW	0101-0791-0-5220-1110-1000-640	88.37
82 00263544	E8200779	NYPERT, BARBARA E	04/25/24		MW	0101-0003-0-4301-1110-1000-450	260.59
82 00263545	V8204700	PACIFIC COACHWAYS CHARTER SERV	04/25/24		MW	0101-0723-0-5816-1110-3600-865	3,670.26
82 00263546	E8200120	PIKE, PEYTON L	04/25/24		MW	0101-0791-0-5220-1110-1000-706	108.54
82 00263547	V8211718	PINNACLE PETROLEUM	04/25/24		MW	0101-0723-0-9322-0000-0000-000	34,021.54
82 00263548	V8200671	RHO, REBECCA	04/25/24		MW	0101-9017-0-4301-1110-1000-230	212.13
82 00263549	V8211126	SENECA FAMILY OF AGENCIES	04/25/24		MW	0101-6500-0-5851-5750-1180-650	9,176.86
82 00263550	V8211749	SENROR WOOLY	04/25/24		MW	0101-9017-0-4301-1110-1000-200	94.40
82 00263551	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/25/24		MW	0101-0003-0-4301-1110-1000-230	1,637.04
00263552	V8200643	SPECTRUM CENTER - ROSSIER PARK	04/25/24		MW	0101-6500-0-5150-5750-1180-650	4,312.83
00263553	V8201006	SUPPLYMASTER INC	04/25/24		MW	0101-0720-0-4308-5001-3600-865	106.45

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount		
82	00263554	V8211057	TEAMTALK NETWORKS LLC			04/25/24	MW	0101-0723-0-5910-1110-3600-865	867.00
82	00263555	V8201030	TIME & ALARM SYSTEMS			04/25/24	MW	0101-8150-0-5660-0000-8110-850	686.00
82	00263556	V8209344	TRILLIUM USA COMPANY			04/25/24	MW	0101-0723-0-4348-1110-3600-865	11,205.59
82	00263557	V8212919	VALENCIA HIGH SCHOOL ASB			04/25/24	MW	0101-0000-0-8699-0000-0000-000	993.39
82	00263558	V8203655	VERNIER SCIENCE EDUCATION			04/25/24	MW	0101-0003-0-4301-1110-1000-110	814.23
82	00263559	V8214042	VISUAL EDGE IT INC			04/25/24	MW	0101-0720-0-5660-5001-3600-865	37.45
82	00263560	V8214303	WELLS FARGO BANK N.A.			04/25/24	MW	0101-0003-0-6490-1110-1000-170	32.68
82	00263561	V8213559	XTREME SOCCER			04/25/24	MW	0101-6762-0-4410-1110-1000-100	8,484.40
82	00263566	V8211563	A-LINE INC CRANE RENTAL			04/26/24	MW	0101-8150-0-5640-0000-8110-850	725.00
82	00263567	V8200077	AAA ELECTRIC MOTORS SALES & SE			04/26/24	MW	0101-8150-0-4313-0000-8110-850	1,177.04
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-100	55.88
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-100	292.54
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-130	327.13
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-130	13.42
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-140	679.30
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-140	33.68
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-210	577.89
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-210	112.95
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-210	1,323.05
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-220	93.50
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-240	157.14
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4343-1110-1000-450	239.24
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4309-1110-8200-350	123.30
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0003-0-4301-1110-1000-420	301.04
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0004-0-4301-1110-1000-810	195.79
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0004-0-4343-1110-1000-810	792.77
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0004-0-4308-1110-2100-705	108.64
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0004-0-4308-1110-3140-705	106.98
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0720-0-4317-5001-3600-865	318.08
82	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0723-0-4308-0000-3600-865	12.44
	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0723-0-4315-1110-3600-865	16.99
	00263569	V8204532	AMAZON.COM CORPORATE CREDIT			04/26/24	MW	0101-0723-0-4317-1110-3600-865	313.30

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-0791-0-4301-1110-2495-635	376.00
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-2600-0-4308-1110-2100-670	531.64
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-3310-0-4301-5770-1120-650	268.40
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-3310-0-4301-5770-1110-650	2,130.15
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-3310-0-4343-5770-1110-650	260.99
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-3310-0-4301-5770-1190-650	923.54
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-3310-0-4343-5770-1190-650	206.62
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-3310-0-4301-5001-2100-650	43.58
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-3315-0-4301-5730-1110-650	52.17
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-6300-0-4301-1110-1000-685	1,048.42
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-6300-0-4301-1110-1000-640	365.14
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-6762-0-4301-1110-1000-210	257.48
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-6762-0-4301-0000-8500-220	1,312.92
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-6770-0-4301-1110-1000-200	3,467.49
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-6770-0-4301-1110-1000-110	1,323.86
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-9017-0-4301-1110-1000-140	871.21
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-9091-0-4301-1110-3140-705	316.97
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-9091-0-4308-1110-3140-705	106.98
82	00263569	V8204532 AMAZON.COM CORPORATE CREDIT	04/26/24		MW	0101-0003-0-4301-1110-1000-220	209.63
82	00263570	V8201867 ANIXTER DISTRIBUTION	04/26/24		MW	0101-8150-0-4313-0000-8110-850	37.34
82	00263571	V8210792 APRINTIS INC	04/26/24		MW	0101-0003-0-4301-1110-1000-100	1,635.00
82	00263572	V8200565 BENDRITE SHEET METAL INC	04/26/24		MW	0101-8150-0-4313-0000-8110-850	240.28
82	00263573	V8214134 BIG BROTHERS BIG SISTERS OF OR	04/26/24		MW	0101-6010-0-5810-1110-1000-670	1,500.00
82	00263574	E8202916 CERVANTES JR, FRANK	04/26/24		MW	0101-0723-0-5240-1110-3600-865	30.53
82	00263575	V8212180 CINTAS CORPORATION	04/26/24		MW	0101-8150-0-5640-0000-8110-850	739.43
82	00263576	V8200303 COLLINS BUSINESS EQUIPMENT	04/26/24		MW	0101-8150-0-5660-0000-8110-850	99.15
82	00263577	V8213489 CONGRUENT LIVES INC.	04/26/24		MW	0101-6500-0-5851-5750-1180-650	27,300.00
82	00263578	E8202861 CORONADO, VICTOR F	04/26/24		MW	0101-0723-0-5240-1110-3600-865	25.00
82	00263579	V8213119 COUNTRY CITY TOWING INC.	04/26/24		MW	0101-0720-0-5809-5001-3600-865	262.50
82	00263580	V8211534 CRAFTSMAN WOOD FIRED PIZZA	04/26/24		MW	0101-0003-0-4338-0000-2700-100	75.04
	00263581	V8200245 CVT RECYCLING	04/26/24		MW	0101-0004-0-5670-0000-8220-845	402.20
	00263582	V8208858 DECKING SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-110	6,192.50

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263582	V8208858	DECKING SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-130	5,272.50
82 00263583	V8208372	DEPT OF TOXIC SUBSTANCEE CNTRL	04/26/24		MW	0101-8150-0-5809-0000-8110-520	117.80
82 00263584	V8210818	DISCOVERY CUBE ORANGE COUNTY	04/26/24		MW	0101-9017-0-5821-1110-1000-410	352.00
82 00263585	V8214291	DUNN-EDWARDS CORPORATION	04/26/24		MW	0101-8150-0-4313-0000-8110-850	250.13
82 00263586	V8214305	EL CAMINO REAL ASB	04/26/24		MW	0101-0000-0-8699-0000-0000-000	41.14
82 00263587	V8208329	EL DORADO HIGH SCHOOL ASB	04/26/24		MW	0101-0000-0-8699-0000-0000-000	512.19
82 00263588	V8210752	EMERALD COVE OUTDOOR SCIENCE I	04/26/24		MW	0101-9015-0-5816-1110-1000-410	41,310.70
82 00263589	V8206229	ENVIRONMENTAL NATURE CENTER	04/26/24		MW	0101-9017-0-5816-1110-1000-530	651.00
82 00263590	V8213825	ESPERANZA HIGH SCHOOL ASB	04/26/24		MW	0101-0000-0-8699-0000-0000-000	573.79
82 00263591	V8206192	GEORGE BRYANT CONSTRUCTION INC	04/26/24		MW	0101-8150-0-5670-0000-8110-855	590.00
82 00263592	E8203765	GIVEN, STEPHANIE	04/26/24		MW	0101-9017-0-4301-1110-1000-530	139.49
82 00263593	V8213932	HEYING, BRUCE	04/26/24		MW	0101-6762-0-5660-1110-1000-621	1,225.00
82 00263594	V8200542	HIRSCH PIPE & SUPPLY CO	04/26/24		MW	0101-8150-0-4313-0000-8110-850	1,016.53
82 00263595	V8200547	HOME DEPOT	04/26/24		MW	0101-0004-0-4343-1110-1000-810	22.30
82 00263595	V8200547	HOME DEPOT	04/26/24		MW	0101-8150-0-4313-0000-8110-850	1,840.46
82 00263596	V8200679	MCFADDEN DALE HARDWARE	04/26/24		MW	0101-8150-0-4313-0000-8110-850	572.94
82 00263597	V8204984	NEVCO SCOREBOARD COMPANY	04/26/24		MW	0101-8150-0-4313-0000-8110-850	668.43
82 00263597	V8204984	NEVCO SCOREBOARD COMPANY	04/26/24		MW	0101-8150-0-5690-0000-8110-850	450.00
82 00263598	V8214145	NXT SUPPLY LLC	04/26/24		MW	0101-8150-0-4313-0000-8110-850	917.81
82 00263599	V8214351	OHANA MUSIC INC	04/26/24		MW	0101-6770-0-4210-1110-1000-110	326.25
82 00263600	V8210095	ORANGE COUNTY FIRE PROTECTION	04/26/24		MW	0101-8150-0-5670-0000-8110-140	1,007.40
82 00263601	V8200773	ORVAC ELECTRONICS	04/26/24		MW	0101-8150-0-4313-0000-8110-850	711.15
82 00263601	V8200773	ORVAC ELECTRONICS	04/26/24		MW	0101-8150-0-4313-0000-8110-850	1,777.88
82 00263602	V8210536	OVERHEAD DOOR SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-610	550.00
82 00263602	V8210536	OVERHEAD DOOR SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-850	1,300.00
82 00263602	V8210536	OVERHEAD DOOR SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-110	550.00
82 00263602	V8210536	OVERHEAD DOOR SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-100	550.00
82 00263602	V8210536	OVERHEAD DOOR SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-510	550.00
82 00263602	V8210536	OVERHEAD DOOR SYSTEMS INC	04/26/24		MW	0101-8150-0-5670-0000-8110-450	550.00
82 00263603	V8200247	PERMA BOUND	04/26/24		MW	0101-9017-0-4210-1110-1000-200	256.23
00263604	V8205473	PRESIDENTS EDUC AWARDS PROG	04/26/24		MW	0101-0003-0-4301-1110-1000-390	125.00
00263605	V8204752	PROFESSIONAL TUTORS OF AMERICA	04/26/24		MW	0101-6500-0-5151-5770-1190-650	2,430.00

PLACENTIA USD
Consolidated Check Register w. Account
from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82	00263606	V8212300 QUICKCAPTION INC	04/26/24		MW	0101-0004-0-5810-1110-1000-705	4,941.00
82	00263607	V8211791 RAND AIRE MECHANICAL CONTRACTO	04/26/24		MW	0101-8150-0-5690-0000-8110-140	8,000.00
82	00263608	E8201614 RONQUILLO, ALFRED	04/26/24		MW	0101-0008-0-4301-0000-8200-805	31.23
82	00263609	V8208769 SIGLER WHOLESALE DISTRIBUTORS	04/26/24		MW	0101-8150-0-4313-0000-8110-850	256.26
82	00263610	V8207103 SMALLEY & COMPANY	04/26/24		MW	0101-8150-0-4313-0000-8110-850	359.58
82	00263611	V8200949 SMART & FINAL	04/26/24		MW	0101-0791-0-4338-1110-2495-520	175.24
82	00263612	V8200955 SO CALIF GAS CO	04/26/24		MW	0101-0001-0-5530-1110-8200-990	8,448.57
82	00263613	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/26/24		MW	0101-0003-0-4301-1110-1000-110	272.44
82	00263613	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/26/24		MW	0101-0003-0-4301-1110-1000-110	409.92
82	00263613	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/26/24		MW	0101-0003-0-4301-1110-1000-510	71.18
82	00263613	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/26/24		MW	0101-0003-0-4308-0000-2700-130	410.86
82	00263613	V8200964 SOUTHWEST SCHOOL & OFFICE SUPP	04/26/24		MW	0101-0791-0-4301-1110-1000-110	341.48
82	00263614	V8214247 TAO ROSSINI A PROFESSIONAL COR	04/26/24		MW	0101-0001-0-5807-0000-7200-990	24,905.00
82	00263615	V8213748 TPRS BOOKS	04/26/24		MW	0101-0003-0-4210-1110-1000-200	153.00
82	00263615	V8213748 TPRS BOOKS	04/26/24		MW	0101-0003-0-4301-1110-1000-200	20.00
82	00263616	V8201595 UNITED PARCEL SERVICE	04/26/24		MW	0101-0004-0-4308-0000-7300-815	32.90
82	00263616	V8201595 UNITED PARCEL SERVICE	04/26/24		MW	0101-8150-0-4310-0000-8110-850	33.79
82	00263617	V8213682 VBO TICKETS INC	04/26/24		MW	0101-0008-0-6412-0000-8200-111	948.20
82	00263618	V8214042 VISUAL EDGE IT INC	04/26/24		MW	0101-0003-0-5660-1110-1000-140	885.82
82	00263619	V8214303 WELLS FARGO BANK N.A.	04/26/24		MW	0101-0004-0-5650-0000-7200-800	151.16
82	00263620	E8204249 WESTON, KEITH	04/26/24		MW	0101-0723-0-5240-1110-3600-865	74.66
82	00263621	V8213823 WHITTIER CHRISTIAN HIGH SCHOOL	04/26/24		MW	0101-0720-0-5812-5001-3600-865	55,497.50
82	00263622	V8212359 WITH HOPE THE AMBER CRAIG	04/26/24		MW	0101-7435-0-5810-1110-1000-705	4,650.00
82	00263623	V8201132 YORBA LINDA WATER DISTRICT	04/26/24		MW	0101-0001-0-5550-1110-8200-990	3,309.47
		SUBFUND 0101 Total:					1,077,362.91

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263400	V8200493	GLASBY MAINTENANCE SUPPLY	04/22/24		MW	1212-6105-0-4309-8500-1000-672	195.42
82 00263401	E8203437	GLENDAY, IRENE F	04/22/24		MW	1212-9061-0-5220-1110-2100-670	34.17
82 00263402	E8203730	MENDOZA PAZ, GUADALUPE	04/22/24		MW	1212-9061-0-5220-1110-2100-670	61.64
82 00263517	V8203559	AT & T	04/24/24		MW	1212-9061-0-5910-1110-2100-670	684.61
82 00263518	V8200250	P Y L U S D	04/24/24		MW	1212-9061-0-8673-0000-0000-000	1,050.49
82 00263562	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	1212-9061-0-4301-1110-1000-670	635.32
82 00263562	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	1212-9062-0-4410-1110-1000-670	504.93
82 00263562	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	1212-9062-0-4410-1110-1000-670	504.94
82 00263562	V8204532	AMAZON.COM CORPORATE CREDIT	04/25/24		MW	1212-9062-0-4410-1110-1000-670	520.22
82 00263563	E8202730	COLELLI, TERRY L	04/25/24		MW	1212-9061-0-5220-1110-2100-670	36.85
82 00263564	E8204071	HAMPTON, JADE	04/25/24		MW	1212-9044-0-4301-1110-1000-530	591.34
82 00263565	E8202717	O'CONNELL, KIMBERLY A	04/25/24		MW	1212-9044-0-4301-1110-1000-510	402.62
82 00263624	V8200332	COSTCO WHOLESALE	04/26/24		MW	1212-6105-0-4301-8500-1000-672	451.33
SUBFUND 1212 Total:							5,673.88

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263452	E8204045	CARR, AMANDA	04/23/24		MW	1313-5310-0-5220-0000-3700-835	112.43
82 00263453	E8203487	CARTER, ROCHELLE DEANNE	04/23/24		MW	1313-5310-0-5220-0000-3700-835	91.32
82 00263454	E8204289	GRIGGS, JESSICA	04/23/24		MW	1313-5310-0-5220-0000-3700-835	34.57
82 00263455	E8203229	LUEVANO, ORLANDO	04/23/24		MW	1313-5310-0-5220-0000-3700-835	356.49
82 00263456	V8200165	PAPA JOHN'S PIZZA	04/23/24		MW	1313-5310-0-4710-0000-3700-835	61,633.00
82 00263457	E8204250	URDIANO, DIONE	04/23/24		MW	1313-5310-0-5220-0000-3700-835	20.97
82 00263519	V8200250	P Y L U S D	04/24/24		MW	1313-5310-0-8634-0000-0000-835	25.00
SUBFUND 1313		Total:					62,273.78

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263403	V8200639	UNIVERSAL ASPHALT CO INC	04/22/24		MW	1414-0203-0-5690-0000-8110-470	19,071.25
		SUBFUND 1414			Total:		19,071.25

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263404	V8200701	MOBILE MODULAR MGMT CORP	04/22/24		MW	2525-9262-0-5620-0000-8500-100	1,325.00
82 00263405	V8200932	SECO ELECTRIC & LIGHTING	04/22/24		MW	2525-9261-0-6274-0000-8500-630	14,907.49
82 00263625	V8200701	MOBILE MODULAR MGMT CORP	04/26/24		MW	2525-9262-0-5620-0000-8500-450	2,025.00
82 00263625	V8200701	MOBILE MODULAR MGMT CORP	04/26/24		MW	2525-9262-0-5620-0000-8500-140	1,350.00
82 00263626	V8212795	SOUTHERN CALIFORNIA NEWS GROUP	04/26/24		MW	2525-9261-0-5806-0000-8500-630	1,558.59
SUBFUND 2525 Total:							21,166.08

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263406	V8203582	MIRACLE RECREATION EQUIP CO	04/22/24		MW	2545-9265-0-6170-0000-8500-420	109,339.39
82 00263627	V8214179	GEOTEK INC	04/26/24		MW	2545-9265-0-6280-0000-8500-480	976.00
82 00263628	V8206836	NEW DIMENSION GEN CONSTRUCTION	04/26/24		MW	2545-9261-0-6274-0000-8500-170	2,198.54
82 00263629	V8214072	WATER AND WIFI LLC	04/26/24		MW	2545-9150-0-6274-0000-8500-520	13,340.69
SUBFUND 2545		Total:					125,854.62

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263630	V8214072	WATER AND WIFI LLC	04/26/24		MW	3539-9150-0-6274-0000-8500-100	44,033.53
		SUBFUND 3539			Total:		44,033.53

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263458	V8200175	PYLUSD WORKERS COMP TRUST	04/23/24		MW	6768-0004-0-5809-0000-6000-820	38,673.38
82 00263459	V8214042	VISUAL EDGE IT INC	04/23/24		MW	6768-0004-0-5660-0000-6000-820	15.40
82 00263520	V8213647	BREA URGENT CARE INC.	04/24/24		MW	6768-0004-0-5810-0000-6000-820	90.00
82 00263521	V8200175	PYLUSD WORKERS COMP TRUST	04/24/24		MW	6768-0000-0-9135-0000-0000-000	50,000.00
82 00263631	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/26/24		MW	6768-0004-0-4308-0000-6000-820	132.82
SUBFUND 6768		Total:					88,911.60

PLACENTIA USD
Consolidated Check Register w. Account
 from 4/21/2024 to 4/27/2024

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00263407	V8200364	P Y L U S D PROP/LOSS LIAB	04/22/24		MW	6770-0004-0-5450-0000-6000-820	12,191.58
82 00263460	V8206826	KEENAN & ASSOCIATES	04/23/24		MW	6770-0004-0-5450-0000-6000-820	4,889.39
82 00263522	V8200000	CALIFORNIA DEPARTMENT OF TAX &	04/24/24		MW	6770-0004-0-5450-0000-6000-820	790.00
82 00263523	V8200250	P Y L U S D	04/24/24		MW	6770-0004-0-5809-0000-6000-820	5,792.05
SUBFUND 6770		Total:					23,663.02
						Grand Total:	1,468,010.67

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

NOTICES OF COMPLETION

Projects may only be accepted as complete by action of the Governing Board. The following projects have been inspected by District staff and found to be substantially complete:

P.O. Number	Contractor	Project
T82P0230	Coast Arbor	Yorba Linda High School Labor and materials for landscape maintenance
T82C0871	I & B Flooring, Inc.	George Key School Bid No. 223-10 Installation of new flooring
T82C0855	New Dimension General Construction, Inc.	Nutritional Services Bid No. 223-06 Labor and materials to build new conference room
T82C0869	New Dimension General Construction, Inc.	Bernardo Yorba Middle School Bid No. 223-06 Labor and materials to demo and repair two classrooms for the new Orange County School of Computer Science
T82C0875	New Dimension General Construction, Inc.	Buena Vista Virtual Academy Bid No. 223-06 Labor and material to move Buena Vista Virtual Academy to Parkview for build of new Universal Sports Institute
T82P3147	Professional Turf Specialties, Inc.	Kraemer Middle School Laser grading of approximately 36,000 sq. ft. for the warning track
T82C0711	Universal Asphalt Co., Inc.	Esperanza High School Bid No. 224-04 Asphalt crack patching, seal coat, and striping

Administrator
Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**LEVYING OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 1
RESOLUTION NO. 23-30**

Background

Community Facilities District (CFD) No. 1 was established by the Placentia-Yorba Linda Unified School District in the fall of 2002. This special district created a tax revenue to be used on capital improvement projects with benefit to the residents within the CFD. The California Tax Code requires that the taxing entity establish the tax schedule by parcel, on an annual basis, and submit that information to the county tax collector by an August deadline. This tax schedule sets the basis for collection in the forthcoming fiscal year.

In order to proceed with collection of taxes and timely payment to bond holders of CFD No. 1, a tax schedule must be prepared and submitted to the county tax collector. This resolution meets all regulatory requirements of the CFD as it pertains to establishing the tax schedule for fiscal year 2024-25.

Financial Impact

No cost to the district - CFD income level to be set by tax schedule

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

RESOLUTION NO. 23-30

RESOLUTION FOR THE BOARD OF EDUCATION OF PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 1 APPROVING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 1

WHEREAS, the Board of Education of Placentia-Yorba Linda Unified School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on November 12, 2002 acting as the governing body of the District, adopted Ordinance No. 1 ("Ordinance") which provided for the levying and collection of Special Taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2024-25, by the adoption of a resolution as specified by the Act and Ordinance;

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinance, there is hereby levied upon all properties within the District which are not otherwise exempt from taxation under the Act or Ordinance the special taxes for fiscal year 2024-25 set forth in the Ordinance at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Administrative Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent, Administrative Services, are hereby authorized to transmit a certified copy of this Resolution to the Orange County Assessor and the Treasurer-Tax Collector, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for the fiscal year 2024-25 and to perform all other acts which are required by the Act, Ordinance, or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 7th day of May 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Alex Cherniss
Secretary to the Board of Education of the
Placentia-Yorba Linda Unified School District

State of California)
) ss
County of Orange)

I, Shawn Youngblood, Clerk of the Board of Education of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Education of the Placentia-Yorba Linda Unified School District at a regular meeting of said Board acting as the governing body of the District held on the 7th day of May, 2024.

Shawn Youngblood
Clerk of the Board of Education of the
Placentia-Yorba Linda Unified School District

Exhibit "A"

Placentia-Yorba Linda Unified School District
Community Facilities District No. 1
Special Tax Levy for Fiscal Year 2024/2025

Assessor's Parcel Number	Zone	Special Tax Levy
326-141-17	1	\$1,900.56
326-141-18	1	2,102.50
326-141-19	1	1,900.56
326-141-20	1	1,900.56
326-141-21	1	1,900.56
326-141-22	1	1,900.56
326-141-23	1	2,102.50
326-141-24	1	1,900.56
326-141-25	1	2,102.50
326-141-26	1	2,102.50
326-141-27	1	1,900.56
326-141-28	1	1,900.56
326-141-29	1	1,900.56
326-141-30	1	1,900.56
326-141-31	1	2,102.50
326-141-32	1	2,102.50
326-141-33	1	1,900.56
326-141-34	1	2,102.50
326-141-35	1	1,900.56
326-141-36	1	1,900.56
326-141-37	1	1,900.56
326-141-38	1	2,102.50
326-141-39	1	1,900.56
326-141-40	1	1,900.56
326-141-41	1	1,900.56
326-141-42	1	1,900.56
326-141-43	1	2,102.50
326-141-44	1	0
326-141-45	1	0
326-142-01	1	1,900.56
326-142-02	1	1,900.56
326-142-03	1	2,102.50

Assessor's Parcel Number	Zone	Special Tax Levy
326-142-04	1	2,102.50
326-142-05	1	1,900.56
326-142-06	1	1,900.56
326-142-07	1	1,900.56
326-142-08	1	2,102.50
326-142-09	1	2,102.50
326-142-10	1	2,102.50
326-142-11	1	1,900.56
326-142-12	1	1,900.56
326-142-13	1	1,900.56
326-142-14	1	1,900.56
326-143-01	1	1,900.56
326-143-02	1	1,900.56
326-143-03	1	1,900.56
326-143-04	1	1,900.56
326-143-05	1	1,900.56
326-143-06	1	1,900.56
326-143-07	1	1,900.56
326-143-08	1	2,102.50
326-143-09	1	1,900.56
326-143-10	1	2,102.50
326-143-11	1	1,900.56
326-143-12	1	2,102.50
326-143-13	1	2,102.50
326-143-14	1	2,102.50
326-143-15	1	1,900.56
326-143-16	1	2,102.50
326-143-17	1	1,900.56
326-143-18	1	1,900.56
326-143-19	1	2,102.50
326-143-20	1	1,900.56
326-143-21	1	1,900.56
326-143-22	1	2,102.50
326-143-23	1	1,900.56
326-143-24	1	0
326-149-01	1	0

Assessor's Parcel Number	Zone	Special Tax Levy
326-151-19	2	1,603.60
326-151-20	2	1,603.60
326-151-21	2	1,603.60
326-151-22	2	1,603.60
326-151-23	2	1,603.60
326-151-24	2	1,603.60
326-151-25	2	1,603.60
326-151-26	2	1,603.60
326-151-27	2	1,603.60
326-151-28	2	1,603.60
326-151-29	2	1,603.60
326-151-30	2	1,603.60
326-151-31	2	1,603.60
326-151-32	2	1,603.60
326-151-33	2	1,603.60
326-151-34	2	1,603.60
326-151-35	2	1,603.60
326-151-36	2	1,603.60
326-151-37	2	1,603.60
326-151-38	2	1,603.60
326-151-39	2	1,603.60
326-151-40	2	1,603.60
326-151-41	2	1,603.60
326-151-42	2	1,603.60
326-151-43	2	1,603.60
326-151-44	2	1,603.60
326-151-45	2	1,603.60
326-151-46	2	1,603.60
326-151-47	2	1,603.60
326-151-48	2	1,603.60
326-151-49	2	1,603.60
326-151-50	2	1,603.60
326-151-51	2	1,603.60
326-151-52	2	1,603.60
326-151-53	2	1,603.60
326-151-54	2	1,603.60
326-151-55	2	1,603.60

Assessor's Parcel Number	Zone	Special Tax Levy
326-151-56	2	1,603.60
326-151-57	2	1,603.60
326-151-58	2	1,603.60
326-151-59	2	1,603.60
326-151-60	2	1,603.60
326-151-61	2	1,603.60
326-151-62	2	1,603.60
326-151-63	2	1,603.60
326-151-64	2	1,603.60
326-151-65	2	1,603.60
326-151-66	2	1,603.60
326-151-67	2	1,603.60
326-151-68	2	0
326-152-01	2	1,603.60
326-152-02	2	0
326-152-03	2	1,603.60
326-152-04	2	1,603.60
326-152-05	2	1,603.60
326-152-06	2	1,603.60
326-152-07	2	1,603.60
326-152-08	2	1,603.60
326-152-09	2	1,603.60
326-152-10	2	1,603.60
326-152-11	2	1,603.60
326-152-12	2	1,603.60
326-152-13	2	1,603.60
326-152-14	2	1,603.60
326-152-15	2	1,603.60
326-152-16	2	1,603.60
326-152-17	2	1,603.60
326-152-18	2	1,603.60
326-152-19	2	1,603.60
326-152-20	2	1,603.60
326-152-21	2	1,603.60
326-152-22	2	1,603.60
326-152-23	2	1,603.60

Assessor's Parcel Number	Zone	Special Tax Levy
326-152-24	2	1,603.60
326-152-25	2	1,603.60
326-152-26	2	1,603.60
326-152-27	2	1,603.60
326-152-28	2	1,603.60
326-152-29	2	1,603.60
326-152-30	2	1,603.60
326-152-31	2	1,603.60
326-152-32	2	1,603.60
326-152-33	2	1,603.60
326-152-34	2	1,603.60
326-152-35	2	1,603.60
326-152-36	2	1,603.60
326-152-37	2	1,603.60
326-152-38	2	1,603.60
326-152-39	2	1,603.60
326-152-40	2	1,603.60
326-152-41	2	1,603.60
326-152-42	2	1,603.60
326-152-43	2	0
326-161-15	3	1,841.18
326-161-16	3	1,841.18
326-161-17	3	1,841.18
326-161-18	3	1,841.18
326-161-19	3	1,841.18
326-161-20	3	1,841.18
326-161-21	3	1,841.18
326-161-22	3	1,841.18
326-161-23	3	1,841.18
326-161-24	3	1,841.18
326-161-25	3	1,841.18
326-161-26	3	1,841.18
326-161-27	3	1,841.18
326-161-28	3	1,841.18
326-161-29	3	1,841.18
326-161-30	3	1,841.18
326-161-31	3	1,841.18

Assessor's Parcel Number	Zone	Special Tax Levy
326-161-32	3	1,841.18
326-161-33	3	1,841.18
326-161-34	3	1,841.18
326-161-35	3	1,841.18
326-161-36	3	1,841.18
326-161-37	3	1,841.18
326-161-38	3	1,841.18
326-161-39	3	1,841.18
326-161-40	3	1,841.18
326-161-41	3	1,841.18
326-161-42	3	1,841.18
326-161-43	3	1,841.18
326-161-44	3	0
326-161-45	3	0
326-161-46	3	0
326-161-47	3	0
326-162-01	3	1,841.18
326-162-02	3	1,841.18
326-162-03	3	1,841.18
326-162-04	3	1,841.18
326-162-05	3	1,841.18
326-162-06	3	1,841.18
326-162-07	3	1,841.18
326-162-08	3	1,841.18
326-162-09	3	1,841.18
326-162-10	3	1,841.18
326-162-11	3	1,841.18
326-162-12	3	1,841.18
326-162-13	3	1,841.18
326-162-14	3	1,841.18
326-162-15	3	1,841.18
326-162-16	3	1,841.18
326-162-17	3	1,841.18
326-162-18	3	1,841.18
326-162-19	3	1,841.18
326-162-20	3	1,841.18

Assessor's Parcel Number	Zone	Special Tax Levy
326-162-21	3	1,841.18
326-162-22	3	1,841.18
326-162-23	3	1,841.18
326-162-24	3	1,841.18
326-162-25	3	1,841.18
326-162-26	3	1,841.18
326-162-27	3	1,841.18
326-162-28	3	1,841.18
326-162-29	3	1,663.00
326-162-30	3	1,841.18
326-162-31	3	1,841.18
326-162-32	3	1,841.18
326-162-33	3	1,841.18
326-162-34	3	1,841.18
326-162-35	3	1,841.18
326-162-36	3	1,663.00
326-162-37	3	1,841.18
326-162-38	3	1,841.18
326-162-39	3	1,841.18
326-162-40	3	1,841.18
326-162-41	3	1,841.18
326-162-42	3	1,841.18
326-162-43	3	1,841.18
326-162-44	3	1,841.18
326-162-45	3	1,841.18
326-162-46	3	1,841.18
326-162-47	3	1,841.18
326-162-48	3	1,841.18
326-162-49	3	1,841.18
326-162-50	3	1,841.18
326-162-51	3	1,841.18
326-162-52	3	0
323-482-01	4	2,613.28
323-482-02	4	2,613.28
323-482-03	4	2,019.36
323-482-04	4	2,613.28
323-482-05	4	2,613.28

Assessor's Parcel Number	Zone	Special Tax Levy
323-482-06	4	2,613.28
323-482-07	4	2,019.36
323-482-08	4	2,019.36
323-482-09	4	2,613.28
323-482-10	4	2,613.28
323-482-11	4	2,613.28
323-482-12	4	2,613.28
323-482-13	4	2,613.28
323-482-14	4	2,613.28
323-482-15	4	2,613.28
323-482-16	4	2,613.28
323-482-17	4	2,613.28
323-482-18	4	2,613.28
323-482-19	4	2,613.28
323-482-20	4	2,613.28
323-482-21	4	2,019.36
323-482-22	4	2,613.28
323-482-23	4	2,613.28
323-482-24	4	2,613.28
323-482-25	4	2,613.28
323-482-26	4	2,613.28
323-482-27	4	2,613.28
323-482-28	4	2,019.36
323-482-29	4	2,613.28
323-482-30	4	2,613.28
323-482-31	4	2,019.36
323-482-32	4	2,613.28
323-482-33	4	2,613.28
323-482-34	4	2,019.36
323-482-35	4	2,613.28
323-482-36	4	2,613.28
323-482-37	4	2,613.28
323-482-38	4	2,613.28
323-482-39	4	2,613.28
323-482-40	4	2,613.28
323-482-41	4	2,613.28

Assessor's Parcel Number	Zone	Special Tax Levy
323-482-42	4	2,019.36
323-482-43	4	2,019.36
323-482-44	4	2,613.28
323-482-45	4	2,613.28
323-482-46	4	2,019.36
323-482-47	4	2,019.36
323-482-48	4	2,613.28
323-482-49	4	2,613.28
323-482-50	4	2,019.36
323-482-51	4	2,613.28
323-482-52	4	2,613.28
323-482-53	4	2,019.36
323-482-54	4	2,019.36
323-482-55	4	2,613.28
323-482-56	4	2,613.28
323-482-57	4	2,019.36
323-482-58	4	2,613.28
323-482-59	4	2,019.36

Total Units	293	Total Levy	\$ 562,021.36
--------------------	------------	-------------------	----------------------

**GEOTECHNICAL MATERIALS INSPECTION AND TESTING SERVICES FOR THE EL DORADO
HIGH SCHOOL FIELD LIGHTS PROJECT**

Background

Periodically, a project or task requires the assistance of an outside consultant to render support and/or professional services to properly prepare and/or complete a given responsibility. Staff has developed an inspection services contract form to deal with such circumstances. The form has been reviewed by legal counsel and meets the district requirements for performance, indemnification, scope of work, and structure of compensation.

The Division of State Architect (DSA) requires testing and inspection services during the installation of the field lights at El Dorado High School. These services will focus on geotechnical material inspection and testing services that includes observation of the foundations/caisson shafts, concrete sampling and testing, welding inspection of the installation of the bolts, in-plant fabrication inspection at Musco Lighting plant and Rinker Materials, torque testing of the anchor bolts, and preparation of reports and project closeout documents.

In order to advance the El Dorado High School Field Lights Project, an inspection services agreement is required to engage the support and services of an outside consultant.

Financial Impact

School Facilities Fund (3539)	NTE \$19,526
Special Reserve Fund (4040)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

April 18, 2024
Proposal No. 04-04515

Mr. Max Van de Mortel
Construction Supervisor
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, California 92870

Subject: Proposal for Geotechnical, Materials Testing and Inspection Services
El Dorado High School Field Lighting
Placentia, California

Reference: Placentia-Yorba Linda Unified School District, 2024, El Dorado High School Field Lighting Plans, Dated, January 22.

Dear Mr. Van de Mortel:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing and inspection services during the construction of the El Dorado High School Field Lighting project located in Placentia, California. Based on our review of the project plans and discussions with you, we understand that the planned project will generally consist of four new light posts at an existing practice field. We also understand that the lighting poles will be fabricated by Musco Lighting in Iowa. Furthermore, we understand the pole bases will be fabricated by Rinker Materials in Minnesota.

SCOPE OF SERVICES

Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination and management, including work scheduling and review of the project plans, specifications and contract documents.
- Observation of foundation excavations/caisson shafts.
- ACI Concrete Technician for onsite concrete sampling, and testing services.
- Performing special inspection by our certified inspector of the field welding and high strength bolt installation. Welding inspection will include review of project plans and shop detail drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. Inspection of high strength bolting will include review of mill certificates, verification of bearing surfaces, alignment, tightening and testing by specified methods for connection type.
- In plant fabrication inspection at the Musco Lighting plant in Iowa.
- In plant fabrication inspection at the Rinker Materials in Minnesota.

- Performing special inspection and torque testing by our certified inspector of the anchor bolts.
- Pick-up and transportation of construction material samples for testing at our in-house materials testing laboratory.
- Performing laboratory testing, including compressive strength, high strength bolt and nut, and reinforcing tensile or bend of samples obtained in the field.
- Preparation of progress reports, and field memoranda to document the items inspected.
- Preparation and submittal of the project close-out documents including the Laboratory Verified Report (DSA-291) and the Geotechnical Verified Report (DSA-293).

ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Our services will be scheduled and coordinated by the project inspector or construction manager on an as-needed basis.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees. Our estimated fees for the scope of services described herein are presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Jeff Dalgity
 Senior Project Manager



Garreth M. Saiki, PE, GE
 Principal Engineer

JWD/GMS/lva

Attachments: Table 1 – Breakdown of Estimated Fee
 Schedule of Fees

Table 1 - Breakdown of Estimated Fee

Field Services

Field Technician - Caisson Footing Drilling Inspections	16 hours @	\$ 110.00 /hour	\$ 1,760.00
ACI Technician - Concrete Sampling and Testing	16 hours @	\$ 110.00 /hour	\$ 1,760.00
Field Technician - Tag and Sample Rebar	4 hours @	\$ 110.00 /hour	\$ 440.00
Special Inspector - Onsite Welding Observation	8 hours @	\$ 115.00 /hour	\$ 920.00
Special Inspector - Anchor Bolt Inspection and Torque Testing	8 hours @	\$ 115.00 /hour	\$ 920.00
Special Inspector - Fab-Shop Welding Inspections	32 hours @	\$ 115.00 /hour	\$ 3,680.00
Special Inspector - Offsite Precast Light Pole Base Inspections	24 hours @	\$ 115.00 /hour	\$ 2,760.00
		Subtotal	\$ 12,240.00

Laboratory Analyses

Compressive Strength (Concrete) C 39	16 tests @	\$ 35.00 /test	\$ 560.00
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	2 tests @	\$ 75.00 /test	\$ 150.00
High Strength Bolt, Nut & Washer Conformance A 325	2 tests @	\$ 150.00 /test	\$ 300.00
		Subtotal	\$ 1,010.00

Reimbursables

Field Vehicle	108 tests @	\$ 15.00 /test	\$ 1,620.00
Equipment Usage	108 tests @	\$ 12.00 /test	\$ 1,296.00
		Subtotal	\$ 2,916.00

Project Coordination and Background Review

Principal Engineer/Geologist/Environmental Scientist	2 hours @	\$ 210.00 /hour	\$ 420.00
Senior Project Engineer/Geologist/Environmental Scientist	12 hours @	\$ 195.00 /hour	\$ 2,340.00
		Subtotal	\$ 2,760.00

Report Preparation

Principal Engineer/Geologist/Environmental Scientist	1 hour @	\$ 210.00 /hour	\$ 210.00
Senior Project Engineer/Geologist/Environmental Scientist	2 hours @	\$ 195.00 /hour	\$ 390.00
		Subtotal	\$ 600.00

TOTAL ESTIMATED FEE			\$19,526.00
----------------------------	--	--	--------------------

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 210
Senior Engineer/Geologist/Environmental Scientist	\$ 200
Senior Project Engineer/Geologist/Environmental Scientist	\$ 195
Project Engineer/Geologist/Environmental Scientist	\$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 170
Staff Engineer/Geologist/Environmental Scientist	\$ 155
GIS Analyst	\$ 130
Technical Illustrator/CAD Operator	\$ 110

Field Staff

Certified Asbestos/Lead Technician	\$ 195
Field Operations Manager	\$ 130
Nondestructive Examination Technician (UT, MT, LP)	\$ 125
Supervisory Technician	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 115
Senior Technician	\$ 110
Technician	\$ 110

Administrative Staff

Information Specialist	\$ 90
Geotechnical/Environmental/Laboratory Assistant	\$ 95
Data Processor	\$ 75

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

BID NO. 221-05, FIBER FALL AND MULCH INSTALLATION SERVICES

Background

On May 11, 2021, the Board of Education awarded Bid No. 221-05 for fiber fall and mulch installation services to RWP Transfer, Inc., dba Recycled Wood Products. The services include playground woodchip installation and planter mulch installation. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the third one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

This format will afford the district the benefits of both competitive bidding and added flexibility to respond to general contractor needs in a timely manner. Projects requiring more extensive planning and engineering will be processed in the traditional bid format when possible.

Renewal of Bid No. 221-05 for fiber fall and mulch installation services will enable the district to respond to various fiber fall and mulch installation needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101) - Routine Restricted Maintenance NTE \$250,000
General Fund (0101) - ELOP
Child Development Fund (1212)
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
School Facilities Fund (3539)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

RFP NO. 2021-02, FACILITY EQUIPMENT SERVICES

Background

On June 22, 2021, the Board of Education awarded RFP No. 2021-02 for facility equipment services to Control Air Enterprises, LLC and F.M. Thomas Air Conditioning, Inc. The facility equipment services include annual service and repair needs on existing equipment, labor, and materials for new installations. The existing equipment annual service requirements include ice machines, cooling towers, chillers, and various HVAC equipment throughout the district. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the third one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

This format will afford the district the benefits of both competitive bidding and added flexibility to provide facility equipment services needs in a timely manner. Projects requiring more extensive planning and engineering will be processed in the traditional bid format when possible.

Renewal of RFP No. 2021-02 for facility equipment services will enable the district to respond to various facility equipment needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101) - Routine Restricted Maintenance NTE \$425,000
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
School Facilities Fund (3539)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

RFP NO. 2021-03, EMERGENCY RESTORATION SERVICES

Background

On June 22, 2021, the Board of Education awarded RFP No. 2021-03 for emergency restoration services based on labor and material pricing to CRT Restoration Inc., dba ServPro of Downey, Montebello, Compton, and Vernon. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the third one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

This format will afford the district the benefits of both competitive bidding and added flexibility to respond to emergency restoration services needs in a timely manner. Projects requiring more extensive planning and engineering will be processed in the traditional bid format when possible.

Renewal of RFP No. 2021-03 for emergency restoration services will enable the district to respond to various emergency restoration needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101)– Routine Restricted Maintenance NTE \$350,000
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
School Facilities Fund (3539)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**UNIT BID NO. 220-07, NFPA 72 FIRE ALARM TESTING AND INSPECTION SERVICES AND UNIT
BID LOW VOLTAGE SERVICES**

Background

On June 16, 2020, the Board of Education awarded Unit Bid No. 220-07 for NFPA 72 fire alarm testing and inspection services and a unit bid for low voltage services to Time and Alarm Systems. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the fourth and final extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

This format will afford the district the benefits of both competitive bidding and added flexibility to respond to fire alarm testing and inspection services and low voltage services needs in a timely manner. Projects requiring more extensive planning and engineering will be processed in the traditional bid format when possible.

Renewal of Unit Bid No. 220-07 for NFPA 72 fire alarm testing and inspection services and a unit bid for low voltage services will enable the district to perform fire alarm testing, inspection services, and respond to various low voltage needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101)– Routine Restricted Maintenance NTE \$550,000
General Fund (0101)– ELOP
Child Development Fund (1212)
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
School Facilities Fund (3539)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

UNIT BID NO. 221-06, LANDSCAPING AND IRRIGATION SERVICES

Background

On May 11, 2021, the Board of Education awarded Unit Bid No. 221-06 for landscaping and irrigation services on a unit cost basis and an hourly rate cost for equipment rental, labor, and materials to Johnson Landscapes. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the third one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

This format will afford the district the benefits of both competitive bidding and added flexibility to respond to landscaping and irrigation services needs in a timely manner. Projects requiring more extensive planning and engineering will be processed in the traditional bid format when possible.

Renewal of Unit Bid No. 221-06 for landscaping and irrigation services will enable the district to respond to various landscaping and irrigation needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101) - Routine Restricted Maintenance	NTE \$450,000
General Fund (0101) - ELOP	
Child Development Fund (1212)	
Deferred Maintenance Fund (1414)	
Capital Facilities Fund (2525)	
School Facilities Fund (3539)	
Capital Facilities Agency Fund (2545)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

ARCHITECTURAL SERVICES, BUS CHARGING STATIONS AT DISTRICT EDUCATION CENTER

Background

Studio Plus Architecture Corp. will provide architectural design services for electrical service and foundations for twelve new electrical charging stations and infrastructure for three future charging stations to serve school buses. Southern California Edison (SCE) will be providing utility service to a point of connection on site. SCE will be reimbursing the district eighty percent (80%) of the cost on a rebate program that was approved at the March 12, 2024 Board Meeting. The Studio Plus Architecture Corp. proposal includes design development, construction documents, bidding and negotiations, construction administration, and structural and electrical engineering.

In order to proceed with the project, and process payment for this service, an architectural services agreement is required. The scope of work and proposed fee has been reviewed by the Maintenance and Facilities Department staff and have been found to be appropriate for the work defined.

Financial Impact

Capital Facilities Agency Fund (0101) - Transportation	\$70,250
CRT Project Rebate	<u>56,200</u>
Cost to District	<u>\$ 14,050</u>

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

April 19, 2024

Mr. Max Van de Mortel
 Placentia-Yorba Linda Unified School District
 Maintenance, Facilities, & Construction
 1301 E Orangethorpe Ave
 Placentia, CA 92870

RE: Transportation Bus Chargers Installation Proposal

Dear Max,

Thank you for the opportunity to provide this proposal for Architectural, Structural Engineering, and Electrical Engineering Services to install bus charging stations at the District Transportation Facility at 1301 E Orangethorpe Ave in Placentia. Noted below are the Scope of Work, Professional Services Fees, Reimbursable Budget, Assumptions, and Exclusions for services on this Project.

Scope of Work

This Proposal includes Architectural, Structural Engineering, and Electrical Engineering services as described herein to design electrical service and foundations for twelve (12) new electrical vehicle charging stations and infrastructure for three (3) future charging stations to serve school buses. We understand that Southern California Electric (SCE) will be providing utility service to a point of connection on site. This proposal includes coordination as required with SCE and design of the project from that point of connection to the new charging stations.

Architectural Services [Studio+]

1. Coordinate the overall requirements of the Project between the District and Authorities Having Jurisdiction (City of Placentia and local fire authority), if required.
2. Attend one (1) preliminary site visit to verify measurements and existing conditions.
3. Generate a site plan drawing as required to produce drawings. **Underground utility survey shall be provided by the District to avoid any unforeseen utilities.**
4. Determine fire access requirements and current fire lanes and ensure the new design does not impede fire access.
5. Produce fully coordinated Construction Documents (Drawings and Specifications) appropriate for competitive bidding and compliance with current Federal, State, and Local requirements.
6. Assist the District during the Bidding and Negotiation phase.
7. Attend Construction Administration meetings commensurate with construction progress and generate Construction Meeting Minutes, if required.
8. Respond to Pre-Bid RFI's, Construction Phase RFI's, review contractor submittals and shop drawings, review contractor pay requisitions, and produce one (1) Punch List at substantial completion of the Project.

Structural Engineering [Salas O'Brien]

1. Design foundation for 12 EV charging stations (one type for 10 stations and two types for 2 stations).
2. Design concrete pad and seismic anchorage for switchgear and XFMR.
3. Design concrete pad and replace power source.
4. Design bollards as required to protect charging stations.
5. Provide trench details for 1'-5" duct.
6. Respond to Pre-Bid RFI's, Construction Phase RFI's, and contractor submittals and shop drawings.



Electrical Engineering Services [Salas O'Brien]

1. Attend one (1) site visit to verify existing electrical system.
2. Design distribution panel for (12) EV Charging stations.
3. Design underground power distribution.
4. Design power connection and telecommunication connection to each EV charging station.
5. Develop load calculations and single line diagram.
6. Develop installation details.
7. Respond to Pre-Bid RFI's, Construction Phase RFI's, review contractor submittals and shop drawings, and produce one (1) Punch List.

Professional Services Fees

A Professional Services Fee of **Sixty-Nine Thousand Two Hundred Fifty Dollars (\$69,250)** is proposed for the services described herein. Billing shall occur monthly commensurate with progress.

Reimbursable Budget

A Reimbursable Budget of **One Thousand Dollars (\$1,000)** is requested for this project. Reimbursable items shall be billed at cost with no mark-up. Reimbursable items shall be in accordance with the standard PYLUSD – Architect agreement.

Assumptions

The following Assumptions are understood under this Proposal:

- It is assumed that SCE will design power to a point of connection that we will utilize for extension to the new charging stations. SCE plans to install a 400A, 277/480V panel on an adjacent building.
- It is assumed that the District will provide cutsheets for the actual charging stations that will be utilized.
- It is assumed that the District will obtain an underground utility survey to avoid.
- It is assumed that the District will provide the telecom point of connection as well as wireless point of connection.

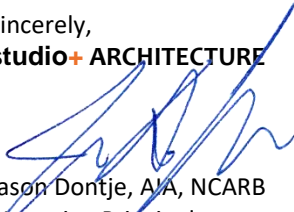
Exclusions

The following Exclusions are understood under this Proposal:

- Design or planning for temporary facilities is excluded.
- Surveys of any kind are excluded.
- Electrical load tracing, metering, and/or as-built services are excluded.
- Hazardous materials surveys, reports, and/or consulting of any kind is excluded.
- Any service not specifically indicated herein is excluded.

We appreciate the opportunity to propose on this project. Should the terms and conditions of this proposal be acceptable, please provide a PYLUSD Agreement for review and execution.

Sincerely,
studio+ ARCHITECTURE



Jason Dontje, AIA, NCARB
 Managing Principal
 949.228.7528
 jasond@wearestudioplus.com



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

CALIFORNIA (DGS) CONTRACT NO. 4-06-78-0031A, FIELDTURF USA, INC.

Background

The State of California Department of General Services (DGS) Procurement Division annually bids the acquisition of goods and services. Contract No. 4-06-78-0031A was approved for the purchase and warranty, removal, disposal, installation, maintenance, and repair of synthetic turf, athletic track surfaces, tennis courts, sport flooring, and playground surfaces with FieldTurf USA, Inc., valid through August 6, 2026. District staff has reviewed the contract and deemed it a cost-efficient means of procurement for the turf installation for the Universal Sports Institute.

Per the provisions of Public Contract Code Sections 12101.5, 10299, and 10290, the governing board may authorize by purchase order or contract the purchase of equipment, furniture, or supplies without advertising for bid if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to purchase playground and outdoor equipment, on an as-needed basis, utilizing a cost-effective means of procurement.

Financial Impact

Capital Facilities Fund (2525) NTE \$115,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services



FieldTurf COMMERCIAL

Placentia – Yorba Linda USD

April 22, 2024

Proposal Prepared For:

Max Van De Mortel
499 Casa Loma Ave.
Yorba Linda, CA 92886

P.O. #	DATE
W.O. #	160486
AUTH. BY	<i>[Signature]</i>

Proposal Prepared By:

Johnny Kane, National Accounts Manager
Phone: 760-505-8486
Fax: 888-275-7683
E-Mail: johnny.kane@fieldturfcommercial.com

Contracting Point of Contact:

Christina Colletti, Operations Manager
Phone: 858-275-4053
Fax: 888-275-7683
E-Mail: christina.colletti@fieldturfcommercial.com

Submit Purchase Orders To:

FieldTurf USA, Inc.
175 N Industrial Blvd. NE
Calhoun, GA 30701
www.fieldturfcommercial.com

Contracting Information

DUNS #: 131862364
Cage Code: 4BYK4
CA Contractor's License: 849044
(Class A, C27, C61 & D12)
License Expiration Date: 10/31/2026

GSA Contract

GSA Contract Number: GS-07F-9631S
GSA Expiration Date: 8/7/2026

CMAS Contract

CMAS Contract Number: 4-06-78-0031A
CMAS Expiration Date: 8/6/2026

CA Department of Industrial Relations (DIR)

DIR Registration Number: 1000004625
DIR Expiration Date: 6/30/2024



Contract Holder
Contract GS-07F-9631S



CMAS Contract
CALIFORNIA MULTIPLE
AWARD SCHEDULES 4-06-78-0031A



Statement of Work

LOCATION AND DESCRIPTION

Placentia – Yorba Linda USD | 499 Casa Loma Ave. Yorba Linda, CA 92886 – This project includes the removal and disposal of approximately 2,500 SF of 4” concrete slab and approximately 2,900 SF of organics. Also includes the installation of 340 LF of 6” x 6” mow curb, nailer board, aggregate base material, and FieldTurf’s Command Core turf with 2 each 4” white lines to create 3 running lanes in the landscape and fitness area.

SITE PREPARATION & INSTALLATION

1. Removal and disposal of 4” concrete slab.
2. Removal and disposal of grass and organics.
3. Supply and install 6” x 6” concrete mow curb.
4. Supply and install composite nailer board.
5. Supply and install aggregate base material.
6. Supply and install FieldTurf’s Command Core turf.
7. Supply and install 2 each 4” white lines to create 3 running lanes.
8. Supply and install sand infill.
9. Clean area and complete final inspection.
- 10. 10-Year non-prorated warranty.**
- 11. 10-year pre-paid, non-prorated third-party insured warranty and no limit on claims.**

PRICING

Item	CMAS Price	Quantity	Total
Removal and Disposal of Concrete Slab	\$4.50	2,500 SF	\$11,250.00
Removal and Disposal of Organics	\$2.50	2,900 SF	\$5,000.00
Supply and Install 6” x 6” Mow Curb	\$37.00	340 LF	\$12,580.00
Composite Nailer Board	\$10.25	165 LF	\$1,691.25
Additional Base Material	\$92.00	65 YD	\$5,980.00
Command Core Turf	\$12.74	5,400 SF	\$68,796.00
Command Core – 4” White Lines	\$12.74	150 LF	\$1,911.00
Subtotal			\$107,208.25
Tax			\$4,154.32
Shipping			\$3,500.00
TOTAL			\$114,862.57

TERMS AND CONDITIONS

- Installation will be scheduled upon receipt of an approved purchase order, signed agreement, or signed subcontract.
- This quote is bid to Manufacturer’s specifications.
- This Quote is valid for 90 days.

- Proposal includes only what is stated in this proposal. Any alterations or deviations will be executed only upon written orders and will become an extra charge over and above the estimate. Any overages will be billed accordingly.
- FieldTurf must be notified within 48 hours of any changes to confirmed installation dates. Redeployment Fees of \$2,500.00 per occurrence will be assessed if crews are delayed or turned away following confirmed dates. Restocking and shipping fees may also apply for projects that are rescheduled, canceled, or delayed more than three days.
- Installation supervisor will act as our on-site representative but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.
- Any delays caused by weather conditions and/or temperatures that are unsafe, or delays by the Owner, Contractor, or any other Subcontractors not under the direct control of FieldTurf must be extended regardless of the extension allowed by the owner.
- Any additional site work not included within the stated scope of work, including sub-base, grading, drainage, etc., is the responsibility of the owner.
- Removal of any pour-in-place rubber surfacing, asphalt and/or concrete is limited to 4 inches unless otherwise noted in this proposal. Any amount removed beyond 4 inches will be at additional cost.
- Removal of any wood chips, mulch or sand is limited to 12 inches unless otherwise noted in this proposal. Any amount removed beyond 12 inches will be at additional cost.
- FieldTurf will provide a brief visual inspection of the sub-base. There is no testing we can do to ensure the base was done correctly. Proceeding with installation of surfacing does not constitute acceptance of the sub-base.
- Security during install and upon completion is the responsibility of the Owner.
- Warranties will not be issued until payment in full is received.
- All projects over \$10,000.00 may be issued a preliminary lien.

CONSTRUCTION ASSUMPTIONS

- The designated area for installation will be accessible by drive-up for unloading of our trucks and equipment, including dump trucks, forklifts, skid loader, etc.
- Our pricing is based on the ability to perform all our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We will require exclusive access to the area for our work during the construction process.
- We have assumed one mobilization for the installation, including the delivery and staging of materials. FieldTurf should be notified in advance if prior staging of materials is required so that the project may be priced accordingly, otherwise additional mobilization fees will apply.
- Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site.
- Pricing assumes access to electrical outlets and water available within 100 feet of work area.
- FieldTurf cannot be responsible for moving or repairing of any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

Name: _____ **Company:** _____

Signature: _____ **Title:** _____ **Date:** _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

UNIT BID 219-11, ROOFING SERVICES - INCREASE TO AUTHORIZATION

Background

On April 11, 2023, the Board approved Unit Bid No. 219-11 with Best Contracting Services, Inc. for roofing services for various sites throughout the district. The original authorized amount was an estimated cost. Due to the amount of rainfall this season, our estimated amount did not account for the amount of roofing repairs needed. This increase will cover the roofing repairs needed through April 9, 2024 on Unit Bid No. 219-11.

Authorized Amount	\$250,000
Requested Increase in Authorization Amount	<u>\$121,100</u>
Total New Authorized Amount	\$371,100

An increase in the requested authorized amount is required for additional work utilizing Unit Bid No. 219-11.

Financial Impact

General Fund (0101) – Routine Restricted Maintenance NTE \$121,100
Deferred Maintenance Fund (1414)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

ADMINISTRATIVE SERVICES – INDEPENDENT CONTRACTOR AGREEMENT

Background

Monjaras & Wismeyer Group, Inc.	Approve Independent Contract Agreement to provide Risk Management consultation and facilitator services for employee interactive meetings, which are mandated by the California Fair Employment and Housing Act, effective May 8, 2024, to June 30, 2025.
------------------------------------	---

Financial Impact

Insurance Workers' Compensation Fund (6768) NTE \$50,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this May day of 8, 2024, by and between MONJARAS & WISMEYER GROUP referred to as "District."

MONJARAS & WISMEYER GROUP, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR: (Use attachment if more room needed)

THIRD-PARTY CONSULTANTS FOR ERGONOMIC CONSULTING AND EVALUATION SERVICES

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on May 8, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE \$50,000 for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: MONJARAS & WISMEYER GROUP
 Is individual retired from Cal STRS: Yes No
 from CalPERS: Yes No If yes, date retired: _____
 Signature: _____
 Phone #: 877-984-7969
 Fax #: 877-984-99901
 Date: _____
 Social Security/Tax ID 20-2210968

DISTRICT:

Placentia-Yorba Linda Unified School District
 By: _____
 Assistant Superintendent, Administrative Services
 Address: 1301 E. Orangethorpe, Placentia, CA 92870
 Date: _____
 Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

DESIGNATED DISTRICT PERSONNEL SIGNATURES, RESOLUTION NO. 23-26

Background

In accordance with Education Code Section 42633, “the governing board of each school district shall be responsible for filing or causing to be filed with the County Superintendent of Schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name...no order on the funds of any school district shall be approved by the County Superintendent of Schools unless the signatures are on file in his office.”

The Orange County Department of Education requires that all designated personnel authorized to sign various documents as listed on the attached resolution be approved by the Board of Education.

Financial Impact

Not applicable

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

RESOLUTION OF THE BOARD OF TRUSTEES
OF PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
OR ORANGE COUNTY, STATE OF CALIFORNIA

RESOLUTION NO. 23-26

May 7, 2024

I, Shawn Youngblood, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 7th day of May 2024 adopted by a majority vote of said Board, a board action/resolution that the following named persons be authorized to sign and/or **electronically** approve payments and documents related to Payroll, Accounts Payable Batches, Purchase Orders, Contracts, and Travel Reimbursement Requisitions, as indicated, and that all previous authorization of signatures are rescinded.

NAME	SIGNATURE	PAYROLL DOCUMENTS ¹	ACCOUNTS PAYABLE BATCHES ²	PURCHASE ORDERS	CONTRACTS	TRAVEL REIMBURSEMENTS
Alex Cherniss		X	X	X	X	X
Gary Stine		X	X	X	X	X
Olivia Yaung		X				X
Cristina Michel		X	X	X		X
Phuong Tran		X	X	X		X
Rafael Figueroa		X				X
Suzanne Morales		X		X		X
Dana Griffiths		X				
Issaic Gates		X				X
Renee Gray		X				X
Richard McAlindin	Unavailable for signature	X				X
Don Rosales		X		X		X

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of May, 2024.

Clerk: _____
Shawn Youngblood

¹ Documents related to payroll such as, but not limited to: Affidavits, Cancel Checks, Notice of Employment/Change Status, Payroll Authorization, Time Sheets, and Vendor Requests ² District using the Bitech Classic or Business Plus system only

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

TEMPORARY INTERFUND BORROWING, RESOLUTION NO. 23-27

Background

In order to provide flexibility in having cash available to meet its financial obligations, the governing board may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district as authorized by Education Code Section 42603. The amounts transferred shall be repaid either 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. The following resolution approves the use of such short-term interfund loans, if required.

Approving the use of temporary interfund borrowing will allow the district to meet its financial obligations.

Financial Impact

Not applicable

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 23-27
RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF FUND MONEYS**

ON MOTION of Member _____, seconded by Member _____
_____, the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either 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;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Placentia-Yorba Linda Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2024-25 to temporarily transfer moneys between funds.

PASSED AND ADOPTED by the Governing Board on May 7, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Dr. Alex Cherniss, Secretary to the Board of Education of the Placentia-Yorba Linda Unified School District of Orange County, California, do hereby certify that the above and foregoing Resolution No. 23-27 was duly and regularly adopted by said Board at a regular meeting thereof held on the 7th day of May, 2024, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of May, 2024.

Dr. Alex Cherniss
Secretary to Board of Education

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**BID NO. 221-09, DISTRIBUTION OF FROZEN, REFRIGERATED, PROCESSED COMMODITIES
AND DRY FOOD PRODUCTS**

Background

On July 27, 2021, the Board of Education awarded Bid No. 221-09 for distribution of frozen, refrigerated, processed commodities and dry food products to Goldstar Foods. The initial contract term was for one year after award of bid and could be extended for three additional one-year periods in accordance with provisions contained in Education Code Section 17596 and 81644, not to exceed a total of four years. This renewal will exercise the third and last one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

Goldstar Foods has provided pricing for the 2024-25 school year consistent with current contract language and allowable CPI adjustment. Renewal of contract per Bid No. 221-09 will enable the district to utilize distribution pricing established through competitive bidding for the distribution of frozen, refrigerated, processed commodities and dry food products.

Financial Impact

Cafeteria Fund (1313) NTE \$3,000,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

BID NO. 223-15, FRESH BREAD PRODUCTS

Background

Fresh bread is a staple in menu selections for Nutrition Services programs. On May 23, 2023, the District awarded Bid No. 223-15 for fresh bread products to Goldstar Foods. The bid will be used on an as-needed basis and is renewable annually for up to five years. This renewal will exercise the first one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

Renewal of contract per Bid No. 223-15 with Goldstar foods will enable Nutrition Services to continue to purchase fresh bread products and maintain competitive pricing throughout the year.

Financial Impact

Cafeteria Fund (1313) NTE \$110,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Placentia Yorba Linda Unified School District**, a local education agency (“District”) and CSM Consulting, Inc. (“Consultant”).

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Assist and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
2. Act as District’s main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultant’s drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of \$22,000 plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of \$15,000 ("C2 Amounts").

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30, 2025.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2024, or upon execution (whichever is later), through June 30, 2025.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable

to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide an online document management software allowing the District multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.18 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
10. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Placentia Yorba Linda Unified School District
1301 E. Orangethrope Ave.
Placentia, CA 92870

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

11. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
12. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
13. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
14. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, This _____ day of _____, 2024.



_____, Vice President
David T. Cichella

_____, Title _____

Print Name

Placentia Yorba Linda Unified School District

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

CMAS CONTRACTS FOR AUDIO AND VIDEO EQUIPMENT, CABLING, INSTALLATION, AND TRAINING

Background

The district and its schools routinely upgrade, replace, and install new audio and video equipment for instructional and non-instructional programs and facilities. The design and installation of these systems is performed by district staff when possible; however, when additional expertise is required and/or project costs will exceed public contracting thresholds, approval of the CMAS contracts below are required. This approval will enable staff to obtain competitive pricing from each vendor and does not preclude the Purchasing Department from going out to bid when it is in the district’s best interest. At this time, these contracts are expected to be leveraged to upgrade the instructional audio and video technology in the music classrooms and install an instructional broadcast studio for the Esperanza Broadcast CTE program.

Vendor	CMAS Contracts
Production Access Group, Inc	3-24-03-1024
EKC Enterprises Inc.	3-19-70-3654A, 3-21-04-1107, 3-21-06-1103, 3-22-12-1019, 3-23-03-1046, 3-23-12-1030, 3-23-12-1031, 3-24-01-1029, 3-21-07-1044
Avidex Industries, LLC	3-17-70-2070J, 3-19-70-2070P, 3-21-09-1027, 3-23-05-1055, 3-23-05-1071, 3-23-07-1028, 3-24-01-1001, 3-24-01-1002, 3-24-01-1003, 3-24-01-1028, 3-24-02-1042, 3-19-70-2070T, 3-21-11-1024, 3-22-05-1029
Extron Electronics	3-16-70-2382B

Per the provisions of Public Contract Code Sections 10299, 10298, 12100, and 20118, the governing board may authorize by purchase order or contract the purchase of equipment or supplies without advertising for bid if the board has determined it to be in the best interest of the district. Authorization of this request will allow the district to utilize this cost-effective means of procurement.

Financial Impact

General Fund (0101) – Discretionary NTE \$500,000
 Child Development Fund (1212)
 Cafeteria Fund (1313)
 Capital Facilities Fund (2525)
 Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY (EDTECH JPA)
RESOLUTION NO. 23-29**

Background

The Education Technology Joint Powers Authority (EdTech JPA) exists to provide competitively procured, high-quality technology products for its members. All California public agencies are eligible to join the EdTech JPA at no cost. EdTech JPA members can leverage competitive contracts for a variety of software and technology products.

The district desires to become a member of the EdTech JPA for a one-year term. EdTech JPA acts as a procurement vehicle for technology goods and allows EdTech JPA members to leverage contracts established through the Request for Proposal (RFP) process, thus alleviating members' administrative costs and overhead. Each EdTech JPA contract leveraged by the district must be Board approved and executed prior to any obligation to the district.

Financial Impact

Minimal administrative cost at time of purchase. Savings is anticipated due to the nature of consortium pricing.

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

RESOLUTION NO. 23-29

A RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT ADOPTING AND APPROVING THE ASSOCIATE MEMBERSHIP AGREEMENT JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

WHEREAS, the Placentia-Yorba Linda Unified School District has been considering methods to better address the procurement costs, data privacy protection, and pricing of its education software, and;

WHEREAS, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

WHEREAS, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

WHEREAS, the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, Clovis Unified School District, El Dorado County Office of Education, San Juan Unified School District, and San Ramon Valley Unified School District have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

WHEREAS, the governing board of the Placentia-Yorba Linda Unified School District ("District") has considered the proposed Associate Member Agreement, a draft of which is attached hereto as Attachment 1, under which the District will become an associate member of Ed Tech JPA; and

WHEREAS, the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through Ed Tech JPA, is in the best interests of the District.

NOW THEREFORE BE IT RESOLVED THAT:

1. The governing board of the Placentia-Yorba Linda Unified School District hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement and any agreements necessary or appropriate to participate in Ed Tech JPA programs.

2. The governing board authorizes the Superintendent or designee to appoint the District's technology or administrative services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA.

ADOPTED by the following called vote on this 7th day of May, 2024.

- AYE:
- NO:
- ABSENT:
- ABSTAIN:

By: _____
Leandra Blades, Board President

CERTIFICATION

I, _____, Secretary/Clerk to the governing board of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated, which resolution is on file in the office of the said Board.

**ED TECH JPA
ASSOCIATE MEMBER AGREEMENT**

This Associate Member Agreement is made as of _____ (the "Effective Date"),
by and between the Education Technology Joint Powers Authority ("Ed Tech JPA" "JPA") and
_____, ("Associate Member").

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District, Fullerton School District, El Dorado County Office of Education, San Juan Unified School District, and San Ramon Valley Unified School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally compliant and economically priced technology software agreements for procurement by its members; and

WHEREAS, Ed Tech JPA's Board issues requests for proposals ("RFPs"), evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

WHEREAS, Ed Tech JPA negotiates with Vendors to establish the general terms for the purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other "Eligible Entities" who elect to join the Ed Tech JPA; and

WHEREAS, Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

WHEREAS, _____ is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself to the pricing, terms, and conditions leveraged by Ed Tech JPA; and

WHEREAS, a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

WHEREAS, if required, the Governing Board of _____ has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

NOW, therefore, for good and valuable consideration, the parties agree as follows.

ARTICLE 1: DEFINITIONS

"Associate Member" shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.

"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology

procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the Ed Tech JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfillment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's authorized representative and, if required, approved by its governing board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications following a RFP selection process, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS

2.1 Associate Member Status. The is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Joint Powers Authority Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.

2.2 Term. Associate membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.

2.3 Fees. Ed Tech JPA may make reasonable charges for its services rendered to Associate Members as set forth below.

2.3.1 Administrative Fee. The Ed Tech JPA receives an administrative fee (the "Administrative Fee") for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the

Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

2.3.2 Membership Fee. Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, (“Membership Fee”) to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance written notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member’s withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.

2.3.3 Audits. Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.

2.3.4 Product Research. Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.

2.3.5 Minimum Price. Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with a Vendor with a Master Agreement with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will not sell directly, or through a reseller, to Ed Tech JPA’s Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.

2.4 Designated Representative. Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the Associate Member's governing board, if required, to conduct due diligence in product selection, and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the Associate Member's governing board, if required, to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party.

2.5 Proprietary/Confidential Materials. Associate Member acknowledges that proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member

shall not share proposals submitted by vendors and documentation that may contain proprietary and confidential information with third-parties without prior written consent from the Vendor and Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and Ed Tech JPA in writing so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

2.6 Restrictions. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA.

2.7 Withdrawal. An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal, Associate Members shall not have access to Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of Ed Tech JPA.

2.8 Independent Vendor Selection. Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual Associate Members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local, state and federal procurement rules prior to entering into any Purchase Agreement with a Vendor.

2.9 Compliance with Laws. Ed Tech JPA's Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member acknowledges that purchases made with federal funds may be subject to additional requirements. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that it is solely responsible for (a) completing due diligence regarding the suitability of Vendor, including using price as a significant factor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its governing board, if required, and executed the Purchase Agreement with the Vendor for the Product. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to execution of the Purchase Agreement.

2.10 Liabilities. The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not

limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

2.11 Release. Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.

2.12 Reservation of Rights. Ed Tech JPA reserves the right to cancel the whole or any part of this Agreement due to failure by the Associate Member to carry out any obligation, term or condition of the Agreement, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.

2.13 Indemnification. Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Board of Directors and its Founding Members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of Associate Member's procurement or purchase of goods and services through Ed Tech JPA..

2.14 Amendments. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

2.15 Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

2.16 Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

2.17 Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Education Technology JPA

By: _____

By: _____

Name: _____

Name: Brianne Ford_____

Title: _____

Title: President_____

Date: _____

Date: _____

20-41/4425452.2

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

CROSSING GUARD SERVICES

Background

The City of Placentia (City) determines and provides school crossing guard services at established district locations. The City has reduced funding for this service due to fiscal restraints, and for the past several years has decreased the number of guards from 16 to 5. All City Management Services, Inc. provides services for a total of 13 crossing guards that are needed at district locations.

Staff has determined that 13 crossing guards are needed at district locations to ensure the safety of students.

Financial Impact

General Fund (0101) NTE \$273,400

Administrator

Gary Stine, Assistant Superintendent, Administrative Services



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated March 28, 2024 and is between the PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2024 and ends on June 30, 2025 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the District. District agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the District by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District’s representative in dealing with the Contractor shall be designated by the Placentia Yorba Linda Unified School District.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the

state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify District will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
 14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-three Dollars and Thirty-eight Cents (**\$33.38**) per hour, per Crossing Guard during the term. Based on a minimum of thirteen (13) sites and upon a projected (8,190) hours of service the cost shall not exceed Two Hundred Seventy-three Thousand, Three Hundred and Eighty-two Dollars (\$273,382.00) per year, unless Contractor fails to perform service.
 15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
 16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
 17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
 18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

DISTRICT

CONTRACTOR

Placentia Yorba Linda Unified School District

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

CERTIFICATE OF INSURANCE COMPLIANCE AND TRACKING

Background

Business Credentialing Service (BCS) is a web-based software service solution for the management of acquiring, validating, storing, and renewing certificates of insurance from vendors and user groups. The BCS solution provides automated, web-based support by maximizing the percentage of compliant insurance certificates, therefore, mitigating uninsured and underinsured risk to the district. Obtaining certificates of insurance from vendors and user groups is a requirement of Southern California Relief, the district's property and liability insurance carrier. The district has used BCS for the past two years and is satisfied with the service.

Renewal of this agreement will ensure the district will have continued assistance in maintaining compliant insurance certificates for user groups.

Financial Impact

General Fund (0101) NTE \$20,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

GRADUATION CEREMONY BROADCASTS

Background

Mobile TV Group is a production company that will provide two mobile control rooms and engineers to broadcast the 2024 graduation ceremonies at Bradford and Shapell Stadiums. Mobile TV Group will provide the required specialty equipment that will allow the district to live-stream the events.

Approval of this agreement will ensure the district continues to provide broadcasting capabilities for the 2024 graduation ceremonies at Bradford and Shapell Stadiums.

Financial Impact

General Fund (0101)	\$85,000
---------------------	----------

Administrator

Gary Stine, Assistant Superintendent, Administrative Services



8455 Highfield Parkway, Englewood, Colorado 80112
Phone: 303.388.8500 Mobiletvgroup.com

Date: 4/29/2024

Client: Placentia Yorba Linda Unified School District

Address: 1301 E. Orangethorpe Ave
Placentia, CA 92870

Attn: Mr. Gary Stine
gstine@pylusd.org

Please accept this document, when duly signed and dated (Effective Date), as the agreement between Mobile TV Group, LP, LLLP, a Delaware organization, (“Vendor”) and Placentia Yorba Linda Unified School District, (“Client” or “Sporting”) for the mobile unit production service (“Service”) at the following event and venue (“Event”):

Bradford Memorial Stadium Graduations (4 days total)

Park, Power, Cable & Set: June 10, 2024 (morning)

Rehearsal & Graduation Events: June 11, 2024

Graduation Events: June 12 -13, 2024

Strike: June 13, 2024

Event Basics

Mobile Units: An Expando mobile unit from the MTVG fleet numbered 51FLEX (or similar) (“Mobile Unit”): with two (2) engineers (one “EIC” and one “E2”) and one Driver, (pre-cable day is one EIC + driver) with equipment listed on Mobile Unit equipment specifications page on website. Includes run-of-truck.

Mobile Unit Rate:

- \$ 40,350 – For 51FLEX Mobile Unit
- \$ 1,200 – Two (2) engineers + (1) driver travel, hotel, & per diem (Estimated, invoiced after event)
- \$ TBD - Additional Cable, Graphics, Rental Equipment Shipping
- \$ 41,550 Total NET Estimated

Additional Charges:

EIC Overtime @ \$138/hr over 10 hours

Additional equipment available, if needed, at additional cost

Limited additional cable, rack equipment available @ shipping cost

Estimated travel/living expenses for engineers and driver included (invoiced following event)

Truck Mileage included

Provided by Client: PYLUSD will provide:

- Parking & power
- Transmission & encoding
- 24/7 security at all facilities to secure equipment
- All crew, except (2) EIC's
- Recording devices other than EVS and removable drives for EVS
- Venue facilities such as scaffolding
- Installed cable or any cable in excess amount carried on mobile unit

If, at Client's request, Vendor provides any items not already on the mobile unit (when available via Vendor), then Client will be billed at Vendor's cost, plus 10%. Shipping will also be billed at cost, plus 10% including shipping round-trip.

Basic Equipment Configuration

Mobile Unit 51FLEX: HD 1080i59.94 Production

The mobile unit will be provided with the above minimum equipment configuration and the other standard equipment on board. If other equipment happens to be on board, above the minimums specified for this event, Client has the right to use this equipment at no additional charge (Run-of-Truck). Mobile Unit Specs and Layouts are available at:

<http://www.mobiletvgroup.com>

- 7 Cameras, 6 SHEDS, Video SW, Audio from FOH, VizRT Graphics, Replay/Playout, Record
- 5 total graduations at Shapell site
- 5 Studio + 2 HH Cameras
- All encode/transmission equipment and support provided by PYLUSD
- Audio Mix from FOH board provided to MTVG
- 2 Channels EVS for timed delay

If, at Client's request, Vendor provides any items not already on the mobile unit (when available via Vendor), then Client will be billed at Vendor's cost, plus 10%. Shipping will also be billed at cost, plus 10% including shipping round-trip.

Mobile Unit Staff

The agreed upon price is based on Vendor personnel working a 10-hour day which includes a one-hour lunch. Overtime will be charged at \$138 per hour for each engineer. Nothing herein creates any employment relationship between Vendor's personnel and Client.

Additional Crew

Event is to be crewed by Client. Client is responsible for hiring and compensating any crew

("Crew") in addition to the engineers. Such crew will work on the setting up, operating and striking of cable and equipment for this event. In addition, Client is responsible for coordinating all specifics and logistics prior to this event. Client shall ensure that the Crew is covered by Workman's Compensation insurance and all other coverages and fees required by law. Client indemnifies and holds harmless Vendor for all charges, losses, accidents, fees, and taxes related to the Client's Crew.

Event Coordinator

Vendor will provide an Event Coordinator (not on site) to coordinate all specifics, logistics and requests of Client prior to this event. The Event Coordinator shall be:

Cheryl Hasenmayer
chasenmayer@mobiletvgroup.com
310-628-0827

Notices

Unless this contract otherwise permits, a party's notice under this contract will be effective only if in writing and sent or emailed to the other party at its address below. All notices will be effective upon receipt. The addresses for written notices are as follows:

If to MTVG:
Attn: Nick Garvin
ngarvin@mobiletvgroup.com
8455 Highfield Parkway
Englewood, CO 80112
Fax number: 303-388-9600

If to Placentia Yorba Linda Unified School District
Attn: Mr. Gary Stine
gstine@pylusd.org
1301 E. Orangethorpe Ave.
Placentia, CA 92870

Payment Terms:

A deposit of \$20,775.00 is due to Vendor within ten days of signing of this contract. This deposit will be credited to the final invoice. The balance of the basic truck rates, plus any billable costs such as per diems, overtime, travel and, as needed, any additional equipment rentals & shipping, will be due within 30 days of invoice date. (Overdue invoices shall accrue 1% per month charges.) All payments are to be made to:

Mobile TV Group
Attn: Accounts Receivables
8455 Highfield Parkway
Englewood, Colorado 80112
303-388-8500

The basic rates agreed to by both parties, for the above event, with corresponding personnel and equipment, is net for this event, without offset for deductions of any kind.

Additional Terms:

Client will furnish and pay for producer, director, talent, all technical crew not provided by Vendor per this agreement, all video and audio transmitting facilities, electrical power, a safe and level parking area for the Vendor television trailer, security for the Vendor mobile unit and all out-boarded equipment, all video tape stock, camera locations, platforms and scaffolding, cable paths, any needed electricians and stage hands, house union requirements or relationships, and pay for all sales and/or use taxes on any applicable items as necessary. It is further agreed that Vendor is in no way responsible for the transmission of the video and audio signals except to deliver said signals to the side panel of the Vendor trailer.

Continuous and uninterrupted delivery of the video and audio signals after that point shall be the sole responsibility of Client and/or the various transmission companies selected by Client. Failure of such transmission systems shall not diminish the obligation of Client to fulfill the terms of this agreement.

If the mobile unit fails to provide a video and audio feed suitable for transmission from the output of the truck, then the Client shall not be charged for that Event and any funds advanced for that Event shall be returned.

Client is responsible for all damage or loss to equipment caused by Client personnel including any freelance crew hired by Client. In the event of such a loss, Client will be invoiced the replacement cost of the equipment. In the event of such damage, Client will be invoiced for the parts and labor.

Event Scheduling and Cancellations:

If Client cancels the event:

- More than 60 days prior to the production, Client has no responsibility for payment. Less than sixty (60) days' notice, but more than twenty (20) days' notice. Client will pay MTVG 25% of the contracted price;
- Less than twenty (20) days, but more than 10 days prior to the production, Client is responsible for paying MTVG 50% of the contracted price;
- Cancellation 10 days or less prior to the productions, or any times other than those mentioned above. Client will pay to MTVG 75% of the full contract price; plus, all actually incurred direct costs, prepaid expenses and not-cancelable contract labor.

Insurance:

Client shall maintain a comprehensive general liability insurance policy in force with at least One Million and No/100 Dollars (\$1,000,000.00) single limit liability through the Term of this Agreement, which policy shall contain a contractual liability endorsement covering the client's obligations under the terms of this Agreement.

MTVG will maintain the following insurances with reputable insurers rated A or better by A.M. Best and Co. :

- Comprehensive General Liability policy, including personal injury and property damage (occurrence-based with a minimum \$5,000,000 combined for single limit for bodily injury and property damage).

- Workers compensation coverage for all persons it employs in providing the Services that is sufficient under the laws of the state(s) in which those persons render services in connection with the Services; and
- Automobile Liability with limits of liability of at least \$1,000,000. combined single limit, including but not limited to, all owned, hired and non-owned motor vehicles.

Relationship of the Parties:

The relationship of the parties hereto is that of independent contractors and no relationship of agency, partnership or employment is created hereunder. Each party shall be obligated to pay its own taxes, maintain its own insurance and compensate its own employees.

Indemnification:

- By Vendor. Vendor will at all times indemnify, defend and hold harmless Client and their respective officers, directors, partners, shareholders, employees, agents and representatives, from and against any claim, loss, demand, liability, judgment, and expense (including reasonable attorneys' fees and court costs) (each a "Claim"), arising out of or relating to (i) any injury to any person or any property damage to the extent caused by the grossly negligent or willful acts or omissions of Vendor or any of its agents and (ii) Vendor's breach of this Agreement (including any representation or warranty made by Vendor under this Agreement.
- By CLIENT. Client will at all times indemnify, defend and hold harmless Vendor and its officers, directors, partners, shareholders, employees, agents and representatives from and against any Claim arising out of (i) any injury to any person or any property damage to the extent caused by the grossly negligent or willful acts or omissions of Client or any of its agents, employees, sub-contractors, Crew, or invitees, and (ii) Client's breach of this Agreement (including any representation or warranty made by Client under this Agreement) and (iii) any Claim resulting from lawsuits relating to the content of the programs produced in connection with this Agreement. It is understood that Vendor shall have no rights, responsibilities nor liabilities for the program being produced or for the content of this production.
- Procedure. A party seeking indemnification will give the other party prompt notice of the Claim against which it is seeking indemnification from the other party. Failure to give such prompt notification will relieve the indemnifying party of its indemnification obligations only to the extent that such failure has prejudiced the indemnifying party's defense of such Claim. The indemnifying party may assume the defense of each Claim to which its indemnity applies. The indemnified party will cooperate fully (at the expense of the indemnifying party) with the indemnifying party in defending and/or settling the Claim in question. If the indemnified party desires to settle a Claim, it will obtain the prior written consent of the indemnifying party, which consent will not be unreasonably withheld or delayed. Failure to obtain such consent shall relieve the indemnifying party of its indemnification obligations with respect to such Claim. This Section will survive termination or expiration of this Agreement.

Force Majeure.

If either party to this Agreement is rendered unable to perform its obligations under this Agreement due to any reason beyond its reasonable control (including, without limitation, an Act of God (including earthquakes but not including inclement weather), act of the public enemy (including terrorism), governmental prohibition or restraint, military action, civil disturbance, strike, lockout or labor stoppage, or satellite failure or preemption, but expressly excluding financial inability or impracticability) (each a "FM Event"), then that party will be excused from whatever performance

is thereby prevented so long as the non-performing party notifies the other party as soon as possible after the occurrence of the FM Event and thereafter exercises all reasonable efforts to continue to perform its obligations under this Agreement. If inclement weather or any other Act of God - such as lightning – prevents the Mobile Unit from arriving at the Event or from functioning, then this force Majeure clause shall apply, but the Client shall not be charged the Fee for the Event and any funds advanced for that Event shall be returned.

- Damages & Liability. IN NO EVENT SHALL EITHER PARTY, ITS MANAGERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY OR AN INDEMNITEE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS OR CONSEQUENTIAL DAMAGES WHATSOEVER. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SUBJECT TO APPLICABLE LAWS, IN NO EVENT SHALL A PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY THE OTHER PARTY OR ITS AGENTS ARISING FROM OR RELATED TO THE SERVICES PROVIDED HEREUNDER EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT TO VENDOR HEREUNDER FOR EACH EVENT.

Counterparts.

This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile or email (PDF) will be deemed an original signature for all purposes and will be binding on the signing party.

This contract is to be governed by the laws of the State of Colorado.

Please acknowledge your acceptance by signing below.

Sincerely,

Nick Garvin
COO
Mobile TV Group

Date: _____

AGREED TO AND ACCEPTED BY:
Placentia Yorba Linda Unified School District

By: _____
(Signature)

Its: _____, Authorized Agent
(Title)

Printed: _____

Date: _____



8455 Highfield Parkway, Englewood, Colorado 80112
Phone: 303.388.8500 Mobiletvgroup.com

Date: 4/29/2024

Client: Placentia Yorba Linda Unified School District

Address: 1301 E. Orangethorpe Ave
Placentia, CA 92870

Attn: Mr. Gary Stine
gstine@pylusd.org

Please accept this document, when duly signed and dated (Effective Date), as the agreement between Mobile TV Group, LP, LLLP, a Delaware organization, (“Vendor”) and Placentia Yorba Linda Unified School District, (“Client” or “Sporting”) for the mobile unit production service (“Service”) at the following event and venue (“Event”):

Shapell Memorial Stadium Graduations - June 11-13, 2024 (3 days total)

Park, Power, Cable & Set: June 11, 2024 (morning)

Rehearsal & Graduation Events: June 12, 2024

Graduation Events: June 13, 2024

Strike: June 13, 2024

Event Basics

Mobile Units: An Expando mobile unit from the MTVG fleet numbered 49FLEX-CC (or similar) (“Mobile Unit”): with two (2) engineers (one “EIC”and one “E2”) and one Driver, (pre-cable day is one EIC + driver) with equipment listed on Mobile Unit equipment specifications page on website. Includes run-of-truck.

Mobile Unit Rate:

- **\$ 29,950 – For 49FLEX-CC Mobile Unit**
- **\$ 6,200 – Two (2) engineers + (1) driver travel, hotel, & per diem (Estimated, invoiced after event)**
- **\$ TBD - Additional Cable, Graphics, Rental Equipment Shipping**
- **\$ 36,150 Total NET Estimated**

Additional Charges:

EIC Overtime @ \$138/hr over 10 hours

Additional equipment available, if needed, at additional cost

Limited additional cable, rack equipment available @ shipping cost

Estimated travel/living expenses for engineers and driver included (invoiced following event)

Truck Mileage included

Provided by Client: PYLUSD will provide:

- Parking & power
- Transmission & encoding
- 24/7 security at all facilities to secure equipment
- All crew, except (2) EIC's
- Recording devices other than EVS and removable drives for EVS
- Venue facilities such as scaffolding
- Installed cable or any cable in excess amount carried on mobile unit

If, at Client's request, Vendor provides any items not already on the mobile unit (when available via Vendor), then Client will be billed at Vendor's cost, plus 10%. Shipping will also be billed at cost, plus 10% including shipping round-trip.

Basic Equipment Configuration

Mobile Unit 49FLEX-CC: HD 1080i59.94 Production

The mobile unit will be provided with the above minimum equipment configuration and the other standard equipment on board. If other equipment happens to be on board, above the minimums specified for this event, Client has the right to use this equipment at no additional charge (Run-of-Truck). Mobile Unit Specs and Layouts are available at:

<http://www.mobiletvgroup.com>

- 7 Cameras, 6 SHEDS, Video SW, Audio from FOH, VizRT Graphics, Replay/Playout, Record
- 2 total graduations at Shapell site
- 5 Studio + 2 HH Cameras
- All encode/transmission equipment and support provided by PYLUSD
- Audio Mix from FOH board provided to MTVG
- 2 Channels EVS for timed delay

Mobile Unit Staff

The agreed upon price is based on Vendor personnel working a 10-hour day which includes a one-hour lunch. Overtime will be charged at \$138 per hour for each engineer. Nothing herein creates any employment relationship between Vendor's personnel and Client.

Additional Crew

Event is to be crewed by Client. Client is responsible for hiring and compensating any crew ("Crew") in addition to the engineers. Such crew will work on the setting up, operating and striking of cable and equipment for this event. In addition, Client is responsible for coordinating all specifics and logistics prior to this event. Client shall ensure that the Crew is covered by Workman's Compensation insurance and all other coverages and fees required by law. Client indemnifies and holds harmless Vendor for all charges, losses, accidents, fees, and taxes related to the Client's Crew.

Event Coordinator

Vendor will provide an Event Coordinator (not on site) to coordinate all specifics, logistics and requests of Client prior to this event. The Event Coordinator shall be:

Cheryl Hasenmayer
chasenmayer@mobiletvgroup.com
310-628-0827

Notices

Unless this contract otherwise permits, a party's notice under this contract will be effective only if in writing and sent or emailed to the other party at its address below. All notices will be effective upon receipt. The addresses for written notices are as follows:

If to MTVG:
Attn: Nick Garvin
ngarvin@mobiletvgroup.com
8455 Highfield Parkway
Englewood, CO 80112
Fax number: 303-388-9600

If to Placentia Yorba Linda Unified School District
Attn: Mr. Gary Stine
gstine@pylud.org
1301 E. Orangethorpe Ave.
Placentia, CA 92870

Payment Terms:

A deposit of \$18,075 is due to Vendor within ten days of signing of this contract. This deposit will be credited to the final invoice. The balance of the basic truck rates, plus any billable costs such as per diems, overtime, travel and, as needed, any additional equipment rentals & shipping, will be due within 30 days of invoice date. (Overdue invoices shall accrue 1% per month charges.) All payments are to be made to:

Mobile TV Group
Attn: Accounts Receivables
8455 Highfield Parkway
Englewood, Colorado 80112
303-388-8500

The basic rates agreed to by both parties, for the above event, with corresponding personnel and equipment, is net for this event, without offset for deductions of any kind.

Additional Terms:

Client will furnish and pay for producer, director, talent, all technical crew not provided by Vendor per this agreement, all video and audio transmitting facilities, electrical power, a safe and level parking area for the Vendor television trailer, security for the Vendor mobile unit and all out-boarded equipment, all video tape stock, camera locations, platforms and scaffolding, cable

paths, any needed electricians and stage hands, house union requirements or relationships, and pay for all sales and/or use taxes on any applicable items as necessary. It is further agreed that Vendor is in no way responsible for the transmission of the video and audio signals except to deliver said signals to the side panel of the Vendor trailer.

Continuous and uninterrupted delivery of the video and audio signals after that point shall be the sole responsibility of Client and/or the various transmission companies selected by Client. Failure of such transmission systems shall not diminish the obligation of Client to fulfill the terms of this agreement.

If the mobile unit fails to provide a video and audio feed suitable for transmission from the output of the truck, then the Client shall not be charged for that Event and any funds advanced for that Event shall be returned.

Client is responsible for all damage or loss to equipment caused by Client personnel including any freelance crew hired by Client. In the event of such a loss, Client will be invoiced the replacement cost of the equipment. In the event of such damage, Client will be invoiced for the parts and labor.

Event Scheduling and Cancellations:

If Client cancels the event:

- More than 60 days prior to the production, Client has no responsibility for payment. Less than sixty (60) days' notice, but more than twenty (20) days' notice. Client will pay MTVG 25% of the contracted price;
- Less than twenty (20) days, but more than 10 days prior to the production, Client is responsible for paying MTVG 50% of the contracted price;
- Cancellation 10 days or less prior to the productions, or any times other than those mentioned above. Client will pay to MTVG 75% of the full contract price; plus, all actually incurred direct costs, prepaid expenses and not-cancelable contract labor.

Insurance:

Client shall maintain a comprehensive general liability insurance policy in force with at least One Million and No/100 Dollars (\$1,000,000.00) single limit liability through the Term of this Agreement, which policy shall contain a contractual liability endorsement covering the client's obligations under the terms of this Agreement.

MTVG will maintain the following insurances with reputable insurers rated A or better by A.M. Best and Co. :

- Comprehensive General Liability policy, including personal injury and property damage (occurrence-based with a minimum \$5,000,000 combined for single limit for bodily injury and property damage).
- Workers compensation coverage for all persons it employs in providing the Services that is sufficient under the laws of the state(s) in which those persons render services in connection with the Services; and
- Automobile Liability with limits of liability of at least \$1,000,000. combined single limit, including but not limited to, all owned, hired and non-owned motor vehicles.

Relationship of the Parties:

The relationship of the parties hereto is that of independent contractors and no relationship of agency, partnership or employment is created hereunder. Each party shall be obligated to pay its own taxes, maintain its own insurance and compensate its own employees.

Indemnification:

- By Vendor. Vendor will at all times indemnify, defend and hold harmless Client and their respective officers, directors, partners, shareholders, employees, agents and representatives, from and against any claim, loss, demand, liability, judgment, and expense (including reasonable attorneys' fees and court costs) (each a "Claim"), arising out of or relating to (i) any injury to any person or any property damage to the extent caused by the grossly negligent or willful acts or omissions of Vendor or any of its agents and (ii) Vendor's breach of this Agreement (including any representation or warranty made by Vendor under this Agreement.

- By CLIENT. Client will at all times indemnify, defend and hold harmless Vendor and its officers, directors, partners, shareholders, employees, agents and representatives from and against any Claim arising out of (i) any injury to any person or any property damage to the extent caused by the grossly negligent or willful acts or omissions of Client or any of its agents, employees, sub-contractors, Crew, or invitees, and (ii) Client's breach of this Agreement (including any representation or warranty made by Client under this Agreement) and (iii) any Claim resulting from lawsuits relating to the content of the programs produced in connection with this Agreement. It is understood that Vendor shall have no rights, responsibilities nor liabilities for the program being produced or for the content of this production.

- Procedure. A party seeking indemnification will give the other party prompt notice of the Claim against which it is seeking indemnification from the other party. Failure to give such prompt notification will relieve the indemnifying party of its indemnification obligations only to the extent that such failure has prejudiced the indemnifying party's defense of such Claim. The indemnifying party may assume the defense of each Claim to which its indemnity applies. The indemnified party will cooperate fully (at the expense of the indemnifying party) with the indemnifying party in defending and/or settling the Claim in question. If the indemnified party desires to settle a Claim, it will obtain the prior written consent of the indemnifying party, which consent will not be unreasonably withheld or delayed. Failure to obtain such consent shall relieve the indemnifying party of its indemnification obligations with respect to such Claim. This Section will survive termination or expiration of this Agreement.

Force Majeure.

If either party to this Agreement is rendered unable to perform its obligations under this Agreement due to any reason beyond its reasonable control (including, without limitation, an Act of God (including earthquakes but not including inclement weather), act of the public enemy (including terrorism), governmental prohibition or restraint, military action, civil disturbance, strike, lockout or labor stoppage, or satellite failure or preemption, but expressly excluding financial inability or impracticability) (each a "FM Event"), then that party will be excused from whatever performance is thereby prevented so long as the non-performing party notifies the other party as soon as possible after the occurrence of the FM Event and thereafter exercises all reasonable efforts to continue to perform its obligations under this Agreement. If inclement weather or any other Act of God - such as lightning - prevents the Mobile Unit from arriving at the Event or from functioning, then this force Majeure clause shall apply, but the Client shall not be charged the Fee for the Event and any funds advanced for that Event shall be returned.

- Damages & Liability. IN NO EVENT SHALL EITHER PARTY, ITS MANAGERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY OR AN INDEMNITEE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS OR CONSEQUENTIAL DAMAGES WHATSOEVER. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SUBJECT TO APPLICABLE LAWS, IN NO EVENT SHALL A PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY THE OTHER PARTY OR ITS AGENTS ARISING FROM OR RELATED TO THE SERVICES PROVIDED HEREUNDER EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT TO VENDOR HEREUNDER FOR EACH EVENT.

Counterparts.

This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile or email (PDF) will be deemed an original signature for all purposes and will be binding on the signing party.

This contract is to be governed by the laws of the State of Colorado.

Please acknowledge your acceptance by signing below.

Sincerely,

Nick Garvin
COO
Mobile TV Group

Date: _____

AGREED TO AND ACCEPTED BY:
Placentia Yorba Linda Unified School District

By: _____
(Signature)

Its: _____, Authorized Agent
(Title)

Printed: _____

Date: _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

GRADUATION CEREMONY BROADCASTS, PROFESSIONAL TECHNICIANS

Background

Pettigrew Crewing, Inc. is a company that provides qualified and experienced technicians to facilitate professional level broadcasts. The company has a large pool of talented individuals who will perform broadcasting and related services for the 2024 graduation ceremonies at Bradford and Shapell Stadiums.

Approval of this agreement will ensure the district continues to provide broadcasting capabilities for the 2024 graduation ceremonies at Bradford and Shapell Stadiums.

Financial Impact

General Fund (0101)	\$100,000
---------------------	-----------

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

PETTIGREW CREWING

Southern California Sport Rates As of 4-1-24

We have been providing quality crews since 1999 and serve 2 contract areas in I.A.T.S.E., San Diego and Los Angeles.

Entertainment/Corporate Rates may be higher. We must get approval from the IATSE business agent for any non-sporting event show. Please let us know if this is the type of show you are requesting crew for.

We ask all payments be made 20 days after the invoice date in order to pay our employees on time.

New clients will be required to pay a deposit of 50% of the estimated costs. The same deposit will be required for large events.

Conditions

Please read this carefully. By working together and planning for your production, we can minimize your costs and keep our employees happy.

Work Day: Each employee is guaranteed 10 hours of pay each work day, paid at 9 regular hours (includes the lunch hour) and 1 overtime hour. This means an employee who works a 7 hour day will be paid 9 hours of regular time and 1 hour of overtime. No half days.

Overtime: One and one half times hourly rate for any actual worked hours past 8 (a lunch hour is not an hour worked, it is already paid at regular time) or any hours worked in excess of 40 regular hours in a work week. Two times hourly rate past 12 hours worked.
Special note about over 40 overtime-you are sharing in an employee pool, so it may be that your show, combined with others during our work week will cause the employee to reach a 6th or 7th day of work. You will then share the cost of the overtime with any other clients involved in that week, unless your show or position was a late addition-then you will need to cover all over 40 overtime charges.

Double Headers or Multiple Game Events:

1.5 times regular hourly sport rate, double-time after 12 hours. Each employee guaranteed 14 hours.

Match or tournament play with more than 4.5 hours in position time is paid at 1.5 regular rate unless relief positions are hired.

PETTIGREW CREWING

Meal Periods: All meals must be one hour in length. If any portion is missed, a penalty applies and crewmember will be compensated 1 hour at a 1.5 hourly rate. A meal period is to be scheduled as near to the midpoint in the workday as possible and not to exceed the 6th hour from their in time. A second meal is due 6 hours after the employee returns to work from the 1st meal, but if the crew is wrapping or within 30 minutes of being dismissed, the second meal shall be waived and employees will be compensated an extra 30 minutes at the overtime rate. If it is a really long day, additional meals are due 6 hours after return from the previous break.

Breaks: Employee to be granted 2 ten minute breaks during a 10 hour shift. We are not to unreasonably deny a relief break when necessary.

Short Turnaround: Employees shall be given ten (10) continuous hours off between the time of dismissal and reporting for the next day's work. A premium of one and one half (1 1/2) times the employee's rate shall be paid for hours invading the ten (10) hour rest break.

Crafts: *This is a synopsis of explanations. Full requirements are contained in the contract and can be provided on request.*

EVS/DDR Editor/Operator: Cannot be responsible for more than 4 channels of input, 2 channels of output.

EVS, RO: \$54 record fee for all tape, external hard drive (or similar recording device) or dvd records up to 3 devices. No more than 3 records per operator. If there are 2 Producers on a show (pre/post game and game), 2 EVS ops are required at minimum.

Camera: Robotic operators will not be asked to run more than 2 cameras at one time. Any employee not engaged as a camera operator will receive additional compensation of **\$35** for operating "Booth" cameras for 20 min or less.

Graphics: If no font coordinator, an additional **\$150**. Extra design work, animation or font creation on site, additional **\$60**.

Utility: All hand held camera ops must be assigned dedicated utility. We are required to hire all utilities for any handheld camera ops we are asked to hire. At least 1 Utility shall be engaged for each show day that includes a set-up or strike.

Jib Utility: If a Jib is used on a production, a Jib Utility is required under any of the following conditions:

- i. If the Jib base is required to move or relocate during a live or taped event; *or*
- ii. If the arm is 24' feet in length or longer; *or*
- iii. If the Jib is flown over/around crowd/patrons any time during the event.

PETTIGREW CREWING

Jib Utility duties are not solely limited to the operation of the jib. When the jib is secure or locked down, the Jib Utility will be expected to perform standard Utility duties. The Jib Utility requirement does not apply to operation of a Jib in a controlled studio environment.

Audio: Additional **\$54** for setup of surround sound, only to occur on a set day. Additional **\$25** to any employee operating a microphone from a fish pole or similar boom type extension .

2 A-2s will be required for every show except if you are ONLY using a booth set up and taking ALL fx feeds from the home show. ANY additional drops, even a single headset on the field, requires a 2nd A-2

Score Box (AKA Graphics 2 operator): Additional **\$35** to run a ticker in conjunction with the score box. If a Score Box is utilized as the only graphic element of the production the Graphics 2 operator shall be compensated at the Graphics Operator rate of pay. A single Graphics 2 operator shall receive a premium of **\$50** if required to manage for 2 or more outputs (EG – a scoreboard that outputs both English and Spanish feeds.)

Video: A single V1 can paint and/or iris no more than 8 cameras including color corrected feeds. Clock and scoreboard are not included in this count. Any external feeds are not included unless the V1 is asked to actively color correct those feeds. After 8 cameras (9 or more), a 2nd VC is required.

A single V2 can paint and/or iris no more than 5 cameras including color corrected feeds. After 5 cameras (6 or more), the V2 will be paid at the V1 rate. At no time may a V2 be hired as the only VC on a production.

If required to manage 2 or more outputs (IE, English and Spanish out of one box), the operator will receive a premium of **\$50**.

Stage Manager: A stage manager must be employed if there is on-camera talent.

Extra Duty: If for whatever reason the scheduled staffing for an event is reduced, placing a burden on another employee to perform extra duties than would be normal and customary for that event, extra compensation shall be negotiated. If a crewmember is asked to work a higher paid position for more than 20 minutes they receive the higher wage for the day.

PETTIGREW CREWING

Travel:

- Single rooms
- Per Diem is **\$56.00/day**
- All expenses are reimbursable, i.e. parking, taxi, etc.
- An employee traveling by common carrier shall be compensated at one half of his/her daily rate if time spent traveling to or from a remote location does not exceed four hours. If time spent traveling exceeds four hours, he/she shall be paid his/her full day rate. Travel shall start one hour prior to scheduled departure of the airplane and end at the event location or hotel.
- For travel of an employee between Los Angeles and San Diego, the new rule is that they are on the clock at a rate of **\$25/hr** 2 hours before their call time to compensate for travel time. This is counted as work time, so they will need a meal break no later than 4 hours after their call. If they choose not to ask for a hotel they will have an additional 2 hours for the drive home, but most likely it will be double time of the lower travel rate, which would be **\$50/hr**. If they choose to get a room and go home the next day, their travel home rate will be **\$25/hr**.

Holidays: Holiday days are New Year's Eve and New Year's Day, MLK Day, Presidents Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Eve and Christmas. Work or travel hours on those days shall be billed at 1½ times rate for first 10 hours, then double time thereafter.

Mileage: Actual government miles for the current year roundtrip for driving between San Diego and Los Angeles (currently it's \$.67/mile) also to areas outside these regions, i.e. Palm Springs.

Parking: All parking costs are to be reimbursed by the client. Crypto.com Arena and Petco Park always have parking charges. The usual range has been \$15 to \$40

Crew Chief: **\$35.00** additional payment. Pettigrew Crewing assigns this responsibility to one of the crew members to handle paperwork and tracking hours, meal times and premiums. Please inform this person of meal break and required return times, interviews and any other special instructions for the crew. If you have a Tech Manager on site and would rather us send that person the sign-in sheet, that is not a problem and the \$35 will be waived.

Cancellation policy: Full pay for workers canceled 2 days or less prior to event.
Half pay for workers canceled 3 days prior to event.

A crewing fee of \$200.00 per day will be charged for all requested shows that are canceled after being staffed. A crewing fee of \$12.50/person will be charged for each hired position that is canceled.

Cold Water: Cold water is to be provided on site. Mileage will be charged along with the costs of the water, ice and coolers if Pettigrew Crewing supplies them. Please let us know in advance if we need to arrange the acquisition of water, ice and coolers.

\$40/person/event Crewing and Payroll fee

PETTIGREW CREWING

Taxes and Insurance charges include costs for employer taxes as outlined by government agencies, as well as insurance for unemployment, workers comp and liability.

The hourly rates are minimums only.

Our more experienced operators have above scale rates.

An estimate for your specific show will be provided on request.

Positions	Minimum Hourly Rate	10 hour Total (9 reg hrs plus 1 OT)	18% TAXES & INSURANCE	Benefits-LA 13.0775/hr	IAP-LA 6% of wages
TD	\$83.90	\$880.95	\$158.57	\$130.78	\$52.86
A-1	\$76.24	\$800.52	\$144.09	\$130.78	\$48.03
A-2	\$52.43	\$550.52	\$99.09	\$130.78	\$33.03
PARAB	\$28.66	\$300.93	\$54.17	\$130.78	\$18.06
VIDEO 1	\$74.25	\$779.63	\$140.33	\$130.78	\$46.78
VIDEO 2	\$64.73	\$679.67	\$122.34	\$130.78	\$40.78
6 CH EVS (CPO 1)	\$79.44	\$834.12	\$150.14	\$130.78	\$50.05
4 CH EVS (CPO 2)	\$69.91	\$734.06	\$132.13	\$130.78	\$44.04
4 CH RO (CPO 3)	\$61.61	\$646.91	\$116.44	\$130.78	\$38.81
CAM	\$59.44	\$624.12	\$112.34	\$130.78	\$37.45
HH CAM	\$66.83	\$701.72	\$126.31	\$130.78	\$42.10
UTE	\$37.08	\$389.34	\$70.08	\$130.78	\$23.36
AD	\$44.65	\$468.83	\$84.39	\$130.78	\$28.13
PHONE AD	\$40.85	\$428.93	\$77.21	\$130.78	\$25.74
STAGE MGR	\$40.27	\$422.84	\$76.11	\$130.78	\$25.37
REDHAT	\$27.54	\$289.17	\$52.05	\$130.78	\$17.35
RUNNER	\$24.31	\$255.26	\$45.95	\$130.78	\$15.32
GRAPHICS	\$62.93	\$660.77	\$118.94	\$130.78	\$39.65
FONT COORD	\$44.65	\$468.83	\$84.39	\$130.78	\$28.13
SCORE BOX	\$43.70	\$458.85	\$82.59	\$130.78	\$27.53

**For San Diego:
Health and Welfare Benefits are \$10/hr
Annuity is 5% of Gross Wages
Pension is \$15/day
\$1/person/day Training Fund**

PETTIGREW CREWING

New clients will be required to pay a deposit of 50% of the estimated costs. The same deposit will be required for large events.

By requesting a crew from Pettigrew Crewing you acknowledge that you understand and will comply with these requirements and will pay all charges that apply as listed in this Rate Card.

All payments are due within 20 days of the event to comply with the union contract on payment of wages.

Please sign to acknowledge that you have read and understand this document:

Signature

Date

Signed By (Print Name)

Company or Organization

Once received, we will begin crewing your event.
Thanks!

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

GENERAL LIABILITY CLAIM NO. 637062

Background

On April 9, 2024, a claim was received on behalf of a non-district student who participated in a district athletic event. The student is claiming injuries due to negligent medical attention received at the event by an athletic trainer employed by an outside vendor.

Rejecting the claim will set the six-month statute of limitations to file suit against the district.

Financial Impact

No cost to the district

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

REVISE BOARD POLICY 5128.1 - REQUIREMENTS FOR GRADUATION FROM COMPREHENSIVE HIGH SCHOOL, 5128.2 - REQUIREMENTS FOR GRADUATION FROM CONTINUATION HIGH SCHOOL, 5128.3 - REQUIREMENTS FOR GRADUATION FROM ADULT SCHOOL, and 5128.4 - REQUIREMENTS FOR GRADUATION FROM ALTERNATIVE HIGH SCHOOL (INDEPENDENT STUDY)

Background

The Board periodically reviews, revises, and/or develops board policy to ensure compliance with state law and to establish programs and procedures that address student educational needs. Each local education agency is required to establish and maintain board policies and procedures in support of its students.

The District proposes revising the four board policies that delineate what requirements must be completed to earn the four types of high school diplomas issued by the district: comprehensive high school diplomas (BP 5128.1); continuation high school diplomas (BP 5128.2); adult school diplomas (5128.3); and independent study high school diplomas (BP 5128.4). Each board policy has been updated to reflect current Education Code requirements, align the language used to describe the various credits required, and include provisions for supporting students with disabilities.

Financial Impact

Not applicable

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. William Gray, Executive Director, Secondary Education

BOARD POLICY

Placentia-Yorba Linda Unified School District

Students

5128.1 - BP

REQUIREMENTS FOR GRADUATION FROM COMPREHENSIVE HIGH SCHOOL

The Board of Education establishes the following requirements for the satisfactory completion of the high school program of study and for the granting of the high school diploma of graduation. The student will:

1. Successfully complete a minimum of 230 semester credits. (To be applied toward the completion of this requirement, any credit taken outside of the regular high school program while attending a district comprehensive high school must be approved in advance by the principal or his designee and by the parent/guardian and must relate to identified goals of the student.)
2. Successfully complete the specific requirements as indicated below:

A.	Language Arts:	4 years		40 credits
	Language Arts 1		10 credits	
	Language Arts 2		10 credits	
	Language Arts 3		10 credits	
	Language Arts 4 or approved			
	Language Arts electives		10 credits	

B.	Mathematics:	2 years		20 credits
----	--------------	---------	--	------------

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I. Students may complete such coursework prior to Grade 9 provided that they also complete two mathematics courses in Grades 9-12.

C.	Social Science:	3 years		30 credits
	World History/Culture/Geography or			
	AP European History		10 credits	
	U.S. History/Geography		10 credits	
	U.S. Government		5 credits	
	Economics		5 credits	

D.	Science:	2 years		20 credits
----	----------	---------	--	------------

To include instruction in biological and physical science.

E.	Physical Education:	2 years		20 credits
	P.E./Wellness 9 or Athletics		10 credits	
	P.E./Wellness or Athletics		10 credits	

- F. Visual or Performing Arts, World Language, Career Technical Education:
1 year 10 credits

Visual or performing arts include courses from the fields of art, music, drama, humanities and dance. Dance may not be taken to satisfy both fine arts and physical education requirements. To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

- G. Health Education 5 credits

- H. Academic Studies and Career Planning 5 credits
or two years of Advancement Via Individual Determination (AVID)
International Baccalaureate (IB) and Cambridge (AICE) students are exempt from this requirement.

- I. Beginning with the graduating class of 2030 and for every subsequent class: 2029-30 school year ethnic studies will be a graduation requirement.

Multicultural Studies 5 credits

- J. Service Learning/Community Service 40 hours

- K. Elective Courses 80 credits

No more than twenty (20) of these elective credits may be earned in work experience or service-based courses. The 20 credits which may be accumulated from Grades 9-12 are office, classroom, and library aides. This excludes home study. Such courses shall be periodically reviewed and designated by the Assistant Superintendent, Educational Services, to meet this requirement.

NOTE: In accordance with Education Code 51225.3, alternative means for students to complete the above-prescribed courses of study may be developed and implemented with the approval of the superintendent or designee.

3. ~~Taking non-PYLUSD courses in lieu of graduation requirements.~~
All students have the opportunity to take up to 20 credits (two full-year course) in external courses (courses from external institutions, i.e., community college or accredited programs outside of PYLUSD) which may be included on the student's PYLUSD transcript, allowing them to navigate conflicts with their schedule. (See BP/AR 6178.2)

With prior authorization from their school counselor, students may take one, ten-credit, PYLUSD- approved summer school course for original credit as to replace a graduation requirement before 9th, 10th, 11th, and/or 12th grade, (no more than one, ten-credit course may be taken in any summer), for a maximum of four approved summer classes (40 credits) over a four-year high school career.

4. ~~Maintain an acceptable level of citizenship during the period of high school enrollment up to and including the final graduation ceremony.~~

5. Transfer students must meet all requirements for high school graduation established by the State of California. Transfer students who had met the requirements of their former districts prior to enrollment will be required to meet only those requirements of this district which may reasonably be expected during the time remaining in the normal four-year period of attendance. An evaluation indicating remaining requirements shall be made immediately upon receipt of transfer records. This evaluation shall be interpreted to each student and parent/guardian concerned. Principals or their designated representatives shall have the authority to exercise discretion in this matter.
6. Exemptions from District-Approved Graduation Requirements

~~Prior to the beginning of Grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)~~

- ~~1. That the student take the alternate assessment aligned to alternate achievement standards in Grade 11 as described in Education Code 60640~~
- ~~2. That the student complete state standards-aligned coursework to meet the statewide coursework specified in Education Code 51225.3~~

An individual with exceptional needs, who entered 9th grade in the 2022-23 school year or later, shall be eligible for the exemption and award described in Education Code 51225.31 (a) if their individualized education program provides for all of the following (Education Code 51225.31 (b)):

(1) The pupil's individualized education program team has deemed the student eligible to take the state alternate assessments

(2) The pupil is required to complete state standards-aligned coursework to meet the statewide course requirements specified in Section 51225.3.

The District shall exempt an individual with exceptional needs who satisfies the eligibility criteria described above from all courses and other requirements adopted by the governing board that are additional to the statewide course requirements and shall award the pupil a diploma of graduation from high school.

An individual with exceptional needs who meets the criteria for an alternative diploma pathway pursuant to this policy shall be eligible to participate in any graduation ceremony and any school activity related to graduation with their grade-level peers with and without disabilities. Participation in graduation activities shall not be construed as termination of the provision of free appropriate public education consistent with Section 300.102(a)(3)(ii) of Title 34 of the Code of Federal Regulations.

In addition, a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it.

The Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district- established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school.

If a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible.

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of students graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district- established graduation requirements that are in addition to statewide coursework requirements.

7. Honorary Diplomas

The Board may grant an honorary high school diploma to:

- a. A student who is terminally ill or deceased prior to graduation. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)
- b. Pursuant to Education Code 51430, the Placentia-Yorba Linda Unified School District may authorize retroactive high school diplomas to former students who are veterans of World War II, the Korean War, and the Vietnam War, and to former

students who were interned during World War II, under the conditions specified below.

A retroactive high school diploma may be granted to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in the district immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

Principals are designated the authority to resolve issues which may arise in the transition periods caused by changes in graduation requirements.

Education Code:	Section	Description
	47612	Average daily attendance in charter school
	48200	Compulsory attendance
	48204.4	Parents/guardians departing California against their will
	48412	Certificate of proficiency
	48430	Continuation education schools and classes
	48645.5	Former juvenile court school students; enrollment
	48980	Parent/Guardian notifications
	49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
	51224	Skills and knowledge required for adult life
	51224.5	Algebra in course of study for grades 7-12
	51225.1	Exemption from district graduation requirements
	51225.2	Course credits
	51225.3	High school graduation requirements
	51225.31	Exemption for students with disabilities
	51225.35	Mathematics course requirements; computer science
	51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
	51225.5	Honorary diplomas; foreign exchange and terminally ill students
	51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
	51225.9	Courses of Study, Grades 7 to 12; Career Technical Education
	51226.7	Model Curriculum in Ethnic Studies
	51228	Course of study; offerings and timely opportunity
	51230	Credit for community emergency response training

Administrative regulations shall be established to facilitate the implementation of this policy.

LEGAL REFERENCE

51240-51246	Exemptions from requirements
51250-51251	Assistance to military dependents

51410-51413	Diplomas
51420-51427	High school equivalency certificates
51430	Retroactive high school diplomas
51440	Credit and granting of diploma to veterans and members of the military service
51450-51455	Golden State Seal Merit Diploma
51744-51749.6	Independent study
56390-56392	Recognition for educational achievement; special education
60640	California Assessment of Student Performance and Progress
66204	Certification of high school courses as meeting university admission criteria
67386	Student safety; affirmative consent standard

Policy adopted: 5/14/73
 Policy revised: 9/25/78
 Policy revised: 5/27/80
 Policy revised: 6/27/83
 Policy revised: 3/12/84
 Policy revised: 8/01/89
 Policy revised: 7/12/94
 Policy revised: 6/25/96
 Policy revised: 1/7/97
 Policy revised: 8/26/97
 Policy revised: 2/9/99
 Policy revised: 4/11/00
 Policy revised: 7/23/02
 Policy revised: 6/21/11
 Policy revised: 6/19/12
 Policy revised: 9/8/2020
 Policy revised: 4/11/2023
Policy revised: TBD

BOARD POLICY

Placentia-Yorba Linda Unified School District

Students

5128.2 - BP

REQUIREMENTS FOR GRADUATION FROM CONTINUATION HIGH SCHOOL

The Board of Education establishes the following requirements for the satisfactory completion of the continuation high school program of study and for the granting of the diploma of graduation. The student will:

1. Successfully complete a minimum of 210 credits. (To be applied toward the completion of this requirement, any credit taken outside of the district program while attending a district high school must be approved in advance by the principal or his designee and by the parent/guardian and must relate to identified goals of the student.)

2. Successfully complete the specific requirements as indicated below:

- A. Language Arts: 4 years..... 40 credits
 - Language Arts 1 10 credits
 - Language Arts 2 10 credits
 - Language Arts 3 10 credits
 - Language Arts 4 or approved
 - Language Arts electives 10 credits

- B. Mathematics: 2 years..... 20 credits
 - Ten (10) credits of Algebra 1, or its equivalent as established in administrative regulations are required for graduation. Acceptable completion of this course prior to ninth grade will meet this requirement.

- C. Social Science: 3 years..... 30 credits
 - World History/Culture/Geography 10 credits
 - U.S. History/Geography..... 10 credits
 - U.S. Government..... 5 credits
 - Economics..... 5 credits

- D. Science: 2 years..... 20 credits
 - To include instruction in biological and physical science.

- E. Physical Education/Wellness: 2 years 20 credits

- F. Visual or Performing Arts, World Language, Career Technical Education:
 - 1 year..... 10 credits

Visual or Performing Arts includes courses from the fields of art, music, drama, humanities and dance. Dance may not be taken for both fine arts and physical education credit.

G. Health Education5 credits

H. Career Education5 credits

I. Beginning with the graduating class of 2030 and for every subsequent class:

Multicultural Studies 5 credits

I. Service Learning/Community Service.....40 hours

J. Elective Courses 60 credits

NOTE: In accordance with Education Code 51225.3, alternative means for students to complete the above prescribed courses of study may be developed and implemented with the approval of the Superintendent or designee.

~~3. Maintain an acceptable level of citizenship during the period of high school enrollment up to and including the final graduation ceremony.~~

4. Transfer students must meet all requirements for high school graduation established by the State of California. Transfer students who had met the requirements of their former districts prior to enrollment will be required to meet only those requirements of this district which may reasonably be expected during the time remaining in the normal four-year period of attendance. A minimum of 20 credits must be completed in residence. An evaluation indicating remaining requirements shall be made immediately upon receipt of transfer records. This evaluation shall be interpreted to each student and parent/guardian concerned. Principals or their designated representatives shall have the authority to exercise discretion in this matter.

Principals are designated the authority to resolve issues which may arise in the transition periods caused by changes in graduation requirements.

5. Exemptions from District-Approved Graduation Requirements

An individual with exceptional needs, who entered 9th grade in the 2022-23 school year or later, shall be eligible for the exemption and award described in Education Code 51225.31 (a) if their individualized education program provides for all of the following (Education Code 51225.31 (b)):

(1) The pupil's individualized education program team has deemed the student eligible to take the state alternate assessments

(2) The pupil is required to complete state standards-aligned coursework to meet the statewide

course requirements specified in Section 51225.3.

The District shall exempt an individual with exceptional needs who satisfies the eligibility criteria described above from all courses and other requirements adopted by the governing board that are additional to the statewide course requirements and shall award the pupil a diploma of graduation from high school.

An individual with exceptional needs who meets the criteria for an alternative diploma-pathway pursuant to this policy shall be eligible to participate in any graduation ceremony and any school activity related to graduation with their grade-level peers with and without disabilities. Participation in graduation activities shall not be construed as termination of the provision of free appropriate public education consistent with Section 300.102(a)(3)(ii) of Title 34 of the Code of Federal Regulations.

Administrative regulations shall be developed to facilitate the implementation of this policy.

Policy adopted: 6/25/73

Policy revised: 9/25/78

Policy revised: 5/27/80

Policy revised: 7/14/80

Policy revised: 6/13/83

Policy revised: 3/12/84

Policy revised: 5/28/96

Policy revised: 7/23/02

Policy revised: 6/21/05

Policy revised: 6/19/12

Policy revised: 9/8/2020

Policy revised: TBD

BOARD POLICY

Placentia-Yorba Linda Unified School District

Students

5128.3 - BP

REQUIREMENTS FOR GRADUATION FROM ADULT SCHOOL

The Board of Education establishes the following requirements for the satisfactory completion of the adult school program of study for the high school diploma and graduation. The student will:

1. Successfully complete a minimum of 180 credits. (To be applied toward the completion of this requirement, any credit taken outside the district program must be approved in advance by the adult school principal or his designee.)
2. Successfully complete the specific requirements as indicated below:

Language Arts I-IV	40 Credits
Mathematics	20 Credits
Social Science	30 Credits
World History/Culture/Geography	10 Credits
U.S. History	10 Credits
U.S. Government	5 Credits
Economics	5 Credits
Science	20 Credits
Life Science	10 Credits
Physical Science	10 Credits
Fine Arts or Foreign Language	10 Credits
Health Education/Guidance	5 Credits

Beginning with the graduating class of 2030 and for every subsequent class:

Multicultural Studies 5 credits

Electives 55 Credits

A 4) Work Experience Credit: Work of a skilled or technical nature which is completed during the current year of enrollment may be evaluated by the adult school principal for credit. (10 credits per year - maximum 40 credits while in residence.)

B 2) General Education Development Test (GED): Demonstrated proficiency with a score of 45 or more on each of the five GED tests may be applied as elective credit for completion of the requirements for graduation. Each test successfully passed may earn 10 elective credits.

C 3) Evaluation of Military Experience: Evaluation of formal schooling in military service schools for the granting of credits will take into consideration subject matter and length of study. Credit given will be commensurate with day school or adult school standards. Official verification of military service schooling will be the responsibility of the student.

NOTE: In accordance with Education Code 51225.3, alternative means for students to

complete the above prescribed courses of study may be developed and implemented with the approval of the Superintendent or designee.

3. Demonstrate a proficiency in writing, mathematics and reading as measured by district proficiency tests or with a score of 40 or more on the respective GED tests.

Transcripts of high school work completed are evaluated according to current policy used by the high schools in the district. The Adult School Division will grant a Placentia-Yorba Linda Unified School District diploma upon completion of the requirements outlined in policy 5128.2(A).

~~This policy shall become effective with the graduating class of 1993-94.~~

4. Exemptions from District-Approved Graduation Requirements

An individual with exceptional needs, who entered 9th grade in the 2022-23 school year or later, shall be eligible for the exemption and award described in Education Code 51225.31 (a) if their individualized education program provides for all of the following (Education Code 51225.31 (b)):

(1) The pupil's individualized education program team has deemed the student eligible to take the state alternate assessments

(2) The pupil is required to complete state standards-aligned coursework to meet the statewide course requirements specified in Section 51225.3.

The District shall exempt an individual with exceptional needs who satisfies the eligibility criteria described above from all courses and other requirements adopted by the governing board that are additional to the statewide course requirements and shall award the pupil a diploma of graduation from high school.

An individual with exceptional needs who meets the criteria for an alternative diploma-pathway pursuant to this policy shall be eligible to participate in any graduation ceremony and any school activity related to graduation with their grade-level peers with and without disabilities. Participation in graduation activities shall not be construed as termination of the provision of free appropriate public education consistent with Section 300.102(a)(3)(ii) of Title 34 of the Code of Federal Regulations.

Policy adopted: 7/13/93

Policy revised: 1/10/95

Policy revised: 7/23/02

Policy revised: TBD

BOARD POLICY

Placentia-Yorba Linda Unified School District

Students

5128.4 - BP

REQUIREMENTS FOR GRADUATION FROM ALTERNATIVE HIGH SCHOOL (INDEPENDENT STUDY)

The Board of Education establishes the following requirements for the satisfactory completion of the alternative high school program of study and for the granting of the diploma of graduation. The student will:

1. Successfully complete a minimum of 210 credits. (To be applied toward the completion of this requirement, any credit taken outside of the district program while attending a district high school must be approved in advance by the principal or his designee and by the parent/guardian and must relate to identified goals of the student.)

2. Successfully complete the specific requirements as indicated below:

A. Language Arts: 4 years..... 40 credits
Language Arts 110 credits
Language Arts 210 credits
Language Arts 310 credits
Language Arts 4 or approved
Language Arts electives.....10 credits

B. Mathematics: 2 years..... 20 credits
Ten (10) credits of Algebra I or its equivalent as established in administrative regulations are required for graduation. Acceptable completion of this course prior to ninth grade will meet this requirement.

C. Social Science: 3 years..... 30 credits
World History/Culture/Geography10 credits
U.S. History/Geography10 credits
U.S. Government5 credits
Economics5 credits

D. Science: 2 years..... 20 credits
To include instruction in biological and physical science

E. Physical Education/Wellness..... 20 credits

F. Visual or Performing Arts, World Language, Career Technical Education 10 credits
Visual or Performing Arts includes courses from the fields of art, music, drama, humanities, and dance. Dance may not be taken for both fine arts and physical education credit.

G. Health Education5 credits

H. Career Education.....5 credits

I. Beginning with the graduating class of 2030 and for every subsequent class:
Multicultural Studies..... 5 credits

I. Service Learning/Community Service40 hours

J. Elective Courses..... 60 credits

NOTE: In accordance with Education Code 51225.3, alternative means for students to complete the above prescribed courses of study may be developed and implemented with the approval of the Superintendent or designee.

~~3. Maintain an acceptable level of citizenship during the period of high school enrollment up to and including the final graduation ceremony.~~

4. Transfer students must meet all requirements for high school graduation established by the State of California. Transfer students who had met the requirements of their former districts prior to enrollment will be required to meet only those requirements of this district which may reasonably be expected during the time remaining in the normal four-year period of attendance. A minimum of 20 credits must be completed in residence. An evaluation indicating remaining requirements shall be made immediately upon receipt of transfer records. This evaluation shall be interpreted to each student and parent/guardian concerned.

Principals or their designated representatives shall have the authority to exercise discretion in this matter.

Principals are designated the authority to resolve issues which may arise in the transition periods caused by changes in graduation requirements. Administrative regulations shall be developed to facilitate the implementation of this policy

5. Exemptions from District-Approved Graduation Requirements

An individual with exceptional needs, who entered 9th grade in the 2022-23 school year or later, shall be eligible for the exemption and award described in Education Code 51225.31 (a) if their individualized education program provides for all of the following (Education Code 51225.31 (b)):

(1) The pupil's individualized education program team has deemed the student eligible to take the state alternate assessments

(2) The pupil is required to complete state standards-aligned coursework to meet the statewide course requirements specified in Section 51225.3.

The District shall exempt an individual with exceptional needs who satisfies the eligibility criteria described above from all courses and other requirements adopted by the governing board that are additional to the statewide course requirements and shall award the pupil a diploma of graduation from high school.

An individual with exceptional needs who meets the criteria for an alternative diploma-pathway pursuant to this policy shall be eligible to participate in any graduation ceremony and any school activity related to graduation with their grade-level peers with and without disabilities. Participation in graduation activities shall not be construed as termination of the provision of free appropriate public education consistent with Section 300.102(a)(3)(ii) of Title 34 of the Code of Federal Regulations.

Policy adopted: 5/28/96

Policy revised: 7/23/02

Policy revised: 6/21/05

Policy revised: 6/19/12

Policy revised: 9/8/2020

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

AGREEMENT WITH AEI SPEAKERS BUREAU FOR KEYNOTE SPEAKER BRANDON FLEMING TO ATTEND THE LEADERSHIP SYMPOSIUM ON AUGUST 8, 2024

Background

The Placentia-Yorba Linda Unified School District annual management symposium will be held on Thursday, August 8, 2024. This event serves as the kick-off to the school year where all district managers convene to reflect on our successes and growth areas, learn about the theme and vision for the year, and collaborate with one another. We have secured Brandon Fleming as the keynote speaker for the event, a renowned speaker, nationally acclaimed educator, and author of *MISEDUCATED: A Memoir*. His triumphant story of struggle, success, and service has captured the heart of national media and inspired millions of people around the world. An at-risk youth and college dropout turned award-winning educator, Fleming is a former debate coach at Harvard University and Founder and CEO of the Veritas School of Social Sciences in Atlanta, GA.

As a renowned speaker, Fleming has keynoted for international governmental organizations such as the United Nations. Fleming has spoken at the nation's most prestigious colleges, universities, and K-12 conferences. Fleming has also keynoted conventions for corporate executives at the nation's largest brands such as Walmart, Bank of America, FedEx, the Federal Reserve Bank, and many more. At the age of 29, *Forbes* magazine named Fleming to the *Forbes* 30 under 30 list. In 2020, *The Root* magazine named Fleming one of the top 100 most influential African Americans in the United States.

Financial Impact

Educator Effectiveness Grant, NTE: \$13,108

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services



FIRM OFFER FORM

Please review the terms and conditions.

If the speaker accepts your offer, you will be required to sign our contract with the terms and conditions as stated on this form, including fee and expense terms; taping and photos; media and press; and DETAILED speaker agenda.

IF YOU MUST EDIT THE TERMS, you may do so in advance VIA TRACKING so that the changes may be mutually agreed upon before we bring your offer to the speaker.

Once agreed upon, the amended terms and conditions will be used for the final contract should the speaker accept your offer.

Thank you!!



PLEASE FILL OUT COMPLETELY - ALL SECTIONS ARE MANDATORY. IF UNKNOWN OR NOT APPLICABLE, MARK AS SUCH. INCOMPLETE FORMS WILL BE SENT BACK.

Today's Date: May 2, 2024
Speaker: Brandon Fleming
Event Day and Date: Thursday August 8, 2024

Speaker Agenda – BE AS SPECIFIC AS POSSIBLE (Start/end time of event; Speaker presentation time/s; Mandatory book or autograph signings, meet & greets, etc.; Optional requests. Note if subject to change):

9:00 A.M. Speech Brandon must leave by 10:00 A.M. to catch a flight to his next destination.

Fee including any applicable expenses: \$13,107.50 inclusive of all expenses and 7% CA tax.

In-person or Virtual: In-Person

Virtual Platform if applicable (Zoom, WebEx, Google, Etc.): N/A
*NOTE: Sponsor is responsible for hosting the platform of their choosing

Audience Description (size/attendee breakdown):

Requested Topic:
Event/Function type or name:
Venue Name and Address:

Name of Organization contracting with AEI Speakers: Placentia-Yorba Linda Unified School District

Organization's Physical Address:

Website Address:

Your Name:

Your Email:

Your Office Phone Number: Your Cell Phone Number:

Name of person to sign the contract (if different than above):

Email of signer (if different than above):

Phone Number (office and/or cell) of signer (if different than above):

Media at the Event:

Do You Wish to Record the Event? If Yes, For What Purpose?

Will Tickets Be Sold for Your Event? Is Your Event Public or Private?

Other Speakers at This Event: If Yes, Who?

Past Speakers:

Any Additional Information you would like us or the speaker to know:



Please complete this form in order for AEI Speakers Bureau to submit the Firm Invitation to the speaker. **If the speaker accepts a Contract will be formed, subjecting you to the following terms and conditions.** These terms include the following provision pertaining to cancellation: **Payment terms will be as follows: 50% deposit will be due within two (2) weeks of your contract issue date; the balance will be due thirty (30) days prior to the engagement.**

You represent that you have the requisite authority to enter into such a binding contract. This Contract must be signed by someone with the requisite authority and returned within seventy-two (72) hours of receipt by you. If this Contract is not received in a timely manner, your Firm Invitation status will revert to a temporary "hold" on the speaker's calendar; this "hold" will be removed after 20 days. This Contract shall be construed under and governed in all respects by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. The parties agree that the Superior Court of the Commonwealth of Massachusetts, the United States Court for the District of Massachusetts and the Brighton Division of the Boston Municipal Court shall have exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim for violation of this Agreement.

You are authorizing AEI Speakers Bureau to bring a firm and binding invitation to the speaker on your behalf.

AEI SPEAKERS BUREAU CONTRACT TERMS AND CONDITIONS

This Contract entered on this day (enter date of speaker's acceptance), by and between AEI SPEAKERS BUREAU, hereafter referred to as "AGENCY" and (Enter Sponsor Name) hereafter referred to as "SPONSOR." Agency will provide the services of (Enter Speaker's Name) hereafter referred to as "ARTIST," to lecture or perform at the date, time and place specified below.

1. Sponsor agrees to pay Agency as consideration for Artist's services the amounts set forth under the "TERMS" above. Payment is made in the form of a check, payable to AEI SPEAKERS BUREAU (FID #04-3102047) and mailed to 300 Western Avenue, Suite 2, Allston, MA 02134.
2. The fee is understood to be for the Artist's presentation only and no additional activities, discussion groups, receptions, dinners, press interviews, television or radio arrangements shall be planned by the Sponsor, nor expected of the Artist, unless expressly contained as part of the terms of this Contract.
3. If applicable, any and all city, state, federal or foreign taxes shall be paid by Sponsor. (No taxes whatsoever shall be deducted from the fee.)
4. If host organization is required to withhold state income tax on behalf of the speaker, that amount shall be added to the total speaker fee, resulting in the total gross speaker fee paid to AEI Speakers Bureau the same amount as agreed to within this contract. FOR EVENTS IN CALIFORNIA, A 7% NON-RESIDENT TAX WILL BE APPLIED.
5. It is understood that the Artist is an independent contractor and therefore assumes all responsibility for withholding tax, social security, state tax, public liability and workman's compensation insurance. As an independent contractor, the Artist shall have exclusive control over the means, methods and details of fulfilling the obligations stated above.
6. WHEN APPLICABLE: Expenses will include airfare (unless otherwise agreed) and other normal charges and expenditures, local lodging and meals, taxi cab or limousine fares, and any other expenses made necessary by the Artist's trip to, presence in, or trip from the city in which the program is presented. Reimbursement shall be limited to only those expenses actually incurred by the Artist. TRAVEL EXPENSES ARE NOT APPLICABLE FOR VIRTUAL EVENTS.
7. Sponsor shall provide a well heated, lighted and proper place for the program, in good condition, together with all necessary stage accessories and properties including microphones and amplification system in proper working condition. NOT APPLICABLE FOR VIRTUAL EVENTS.
8. No in-person or virtual lecture or program or any part thereof is to be reproduced, including, but not limited to, reproduction by broadcasting, video-taping or tape recording, without written permission of the Agency or Artist.
9. It is understood that this Contract is binding on both parties, it cannot be canceled except as follows: The Agency and Sponsor mutually agree that either party may cancel this Contract and all parties shall be released from any liability or damages hereunder if the Artist or Sponsor is unable to



fulfill the terms of this Contract due to an Act of God or any legitimate condition beyond the control of the Artist or Sponsor. However, it is agreed by both parties that "best efforts" will be made by both parties to so adapt that the program be presented as scheduled.

10. Should a personal emergency, illness or "Act of God" force the artist to cancel the Sponsor's date, the Agency will make its best effort to provide a comparable replacement Artist. AEI SPEAKERS BUREAU agrees to refund to the Sponsor any advances or deposits received from the Sponsor in the event the Artist cancels the Contract and Agency cannot provide a comparable Artist that is acceptable to the Sponsor. The foregoing rights of cancellation shall be in addition to any other provision respecting cancellation contained in this Contract.
11. In the event of cancellation of this Contract by the Artist or should the Artist be unable to appear as scheduled due to illness or an unforeseen emergency, or overriding obligation or professional responsibility, AEI SPEAKERS BUREAU will not have any liability for expenses or losses incurred by the Sponsor.
12. In the event that Artist is unavoidably delayed but arrives and presents his/her program in full as directed by Sponsor, the engagement will be considered to have been completed as agreed and all fees and other charges shall be due and paid in full.
13. Your signed copy of this Contract is acknowledgment that Artist has agreed to appear at the time and place specified above. It is agreed by both parties that any delay in the Artist's appearance shall not subject Agency to liability as long as Agency has used its best efforts to assure Artist's appearance as scheduled.
14. Sponsor acknowledges that AEI SPEAKERS BUREAU acts as the Artist's agent and shall not be liable in any way for Artist's actions including, but not limited to, his/her acts, omissions or statements.
15. Deposits received are not refundable if the Sponsor cancels this Contract for any reason. In the event of breach or cancellation of this Contract by the Sponsor up to 60 days prior to the event, the entire deposit shall be immediately due AEI SPEAKERS BUREAU.
16. In the event of Sponsor's breach or cancellation of this Contract within 60 days of the scheduled event, the entire fee shall be due immediately to AEI SPEAKERS BUREAU.
17. The Sponsor may not publicize this event until the contract is signed and returned along with the required deposit.
18. In the event the Sponsor fails or refuses to provide any of the items herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the engagement, the Artist shall have no obligation to perform this Contract.
19. If this Contract is not received within twenty (20) days of the date "entered into," Agency reserves the right to cancel this engagement.
20. The representative of the Sponsor, in signing this Contract, warrants that he/she signs as a duly representative of Sponsor and does not assume any personal liability. The Agency representative warrants that the Agency has expressed authority to contract on behalf of the Artist.
21. This Contract cannot be changed, modified, waived or discharged in whole or in part except in writing and signed by the parties hereto.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

APPROVE THE AGREEMENT BETWEEN PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AND PRESCHOOL OCDE PROJECT GLAD® - SERIES PRESCHOOL FOR THE 2024-25 SCHOOL YEAR

Background

Professional development in language acquisition for preschool teachers is necessary. Training in English language acquisition ensures that our preschool teachers are well-prepared to effectively meet the needs of all learners, including our English learners.

We are seeking permission to contract the Orange County Department of Education (OCDE) Preschool Project GLAD® National Training Team, renowned for their expertise in this field, to provide a one-day training on August 22, 2024. This training, which includes coaching and supports the implementation of the Preschool GLAD®, will be extended to all 24 preschool teachers, including our preschool directors. Our team will be exposed to effective teaching strategies, as well as model strategies.

Financial Impact

Fund 12, NTE: \$7,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Director, Early & Expanded Learning

SERVICE PROPOSAL

Placentia-Yorba Linda Unified School District

OCDE Project GLAD® Series - Preschool

Purpose of this Document

The purpose of this document is to clearly outline the proposed services and provide a cost estimate. This document is not a contract but will be used to develop a contract between the Orange County Department of Education (OCDE) Project GLAD® National Training Center (NTC) and your school, district or agency. In order to expedite the development of a formal contract, please review this proposal and communicate to the Project GLAD® NTC of your approval, desired changes or questions.

Project GLAD® Contact:

Betsy Young, Executive Assistant
(714) 966-4124 | byoung@ocde.us

Service Recipient:

Placentia-Yorba Linda USD
1301 East Orangethorpe Ave.
Placentia, CA 92870
Sylvia Cuesta, Preschool Director, Linda Vista Preschool
(714) 779-8145 | scuesta@pylUSD.org

Service Provider:

OCDE NTC
200 Kalmus Dr., Costa Mesa, CA 92626
Christie Baird, Ed.D., Coordinator
(714) 966-4404 | cbaird@ocde.us

Professional Learning Days: August 22, 2024

Number of Participants: 24

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$7,000.00

OCDE Project GLAD® Professional Learning Series - Preschool

Coaching

Includes: Preschool GLAD® Coaching supports implementation of the Preschool GLAD® model. Coaching may include overviews, site visits, model lessons, observations and/or teacher meetings. Coach will work with program director to determine the coaching content.

Training Date: August 22, 2024 – 4 hours

Number of Participants: 24

Cost per half-day coaching day: \$2,500.00 **\$ 2,500.00**

Shipping & Handling (only actuals invoiced): **\$ 1,000.00**

Travel Expenses (only actuals invoiced): **\$ 3,500.00**

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$7,000.00

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN AQUARIUM OF THE PACIFIC AND
LINDA VISTA, WAGNER, AND BRYANT RANCH PRESCHOOLS**

Background

This agreement establishes the Aquarium of the Pacific on Wheels to work with the Placentia-Yorba Linda Unified School District preschools to provide an interactive, educator, and video-led program of shapes and creatures hiding in the ocean. Two hundred preschool children will investigate and observe local tide pool animals such as sea cucumbers, kelp, and starfish. They will also have the opportunity to touch and observe live animals in a mobile tank provided by the Aquarium of the Pacific.

The Aquarium of the Pacific staff are well-trained. Our preschool staff will accompany their staff to ensure all our preschool students enjoy this wonderful opportunity of having the ocean in their backyard. In addition, our child development preschool educators will gain new knowledge in creating lessons for years to come. We request permission to continue adding value to our programs by providing interactive activities that support the interest of PYLUSD preschool students during the 2024-25 school year.

Financial Impact

Budgeted Fee-Based Preschool Funds, NTE: \$1,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services

Dr. George Lopez, Director, Early and Expanded Learning

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT

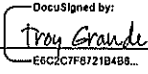
THIS AGREEMENT is made and entered into this 9th day of May, 2024, by and between Aquarium of the Pacific, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)
Aquarium of the Pacific will provide a 2 hour touch tank exhibit at Wagner Preschool located at 717 East Yorba Linda, CA. 92807
2. The Consultant/Contractor will commence providing services under this AGREEMENT on July 19, 2024, and will diligently perform as required and complete performance by July 19, 2024. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this AGREEMENT.
4. The District shall pay the Consultant/Contractor the total amount of \$ 1,000.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this AGREEMENT, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONSULTANT:

Name of Vendor: Aquarium of the Pacific
 Is individual retired from Cal STRS: Yes No
 from CalPERS: Yes No If yes, date retired: _____
 Signature: 
 Phone #: _____
 Fax #: _____
 Date: 3/20/2024
 Social Security/Tax ID 33-0532354

DISTRICT:

Placentia-Yorba Linda Unified School District
 By: _____
 Assistant Superintendent, Business Services
 Address: 1301 E. Orangethorpe, Placentia, CA 92870
 Date: _____
 Approved by Board: _____ (Date)

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials TC.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials N/A.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials TC.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials TC.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH PERFECTION ON WHEELS

Background

The Expanded Learning Division will be offering a high-quality summer camp from June 17 to August 23, 2024. As part of our summer program at Brookhaven, Glenknoll, Linda Vista, Sierra Vista, Travis Ranch, and Woodsboro, we have partnered with Perfection on Wheels. Perfection of Wheels offers a BMX school assembly that integrates the importance of hard work, self-discipline, school, and why building a strong character is essential.

Each assembly is 40 minutes long, with pauses between the high-flying bike stunts to discuss and share these important attributes of being a student, friend, and member of our community.

Financial Impact

Budgeted ELOP Funds, NTE: \$5,391

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services
Dr. George Lopez, Director, Early and Expanded Learning

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 7th day of May, 2024, by and between Satellite Sports Group, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)
BMX bicycle motivational assembly

2. The Consultant/Contractor will commence providing services under this AGREEMENT on 7/2/2024 and will diligently perform as required and complete performance by 7/2/2024. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this AGREEMENT.
4. The District shall pay the Consultant/Contractor the total amount of \$ \$5391.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this AGREEMENT, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONSULTANT: Satellite Sports Group
Name of Vendor: DBA Perfection on Wheels
Is individual retired from Cal STRS: Yes ___ No X
from CalPERS: Yes ___ No X If yes, date retired: _____
Signature: [Signature] Sam Bowman (Agent)
Phone #: 800-650-2453
Fax #: _____
Date: 4/8/2024
Social Security/Tax ID _____ Tax ID # 14-1992600

DISTRICT:
Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, its Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials mb.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials mb.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials mb.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials mb.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH GAME TRUCK ORANGE COUNTY

Background

The Expanded Learning Division is pleased to offer a high-quality summer camp from June 17 to August 23, 2024. As part of our summer program enrichment at Brookhaven, Glenknoll, Linda Vista, Sierra Vista, Travis Ranch, and Woodsboro, we have partnered with Game Truck Orange County to provide video game excitement through their Gameplex Gaming Entertainment. They deliver excitement with high-quality equipment such as Switch, PS-5, XBOX, and ZTAG.

Each assembly is staffed by a well-trained professional gamer, accompanied by our child development teacher, and equipped with a wide range of games and equipment. We aim to provide engaging activities that spark the interest of our scholars and are committed to adding value to our summer programs at a summer camp rated second to none.

Financial Impact

Budgeted ELOP Funds, NTE: \$6,700

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services
Dr. George Lopez, Director, Early and Expanded Learning

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 7th day of May, 2024, by and between GameTruck Orange County, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
 WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
 WHEREAS, such services are needed on a limited basis;
 NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)
Gameplex events at summer camps....five video game stations indoors at six summer camp sites, Brookwood, Linda Vista, Glanville, Sierra Vista, Travis Ranch, Woodsboro
2. The Consultant/Contractor will commence providing services under this AGREEMENT on 7/8/2024 and will diligently perform as required and complete performance by 8/9/2024. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this AGREEMENT.
4. The District shall pay the Consultant/Contractor the total amount of \$6,700.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this AGREEMENT, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONSULTANT:

Name of Vendor: GameTruck Orange County
 Is individual retired from Cal STRS: Yes No
 from CalPERS: Yes No If yes, date retired: _____
 Signature: _____
 Phone #: 949.231.8801
 Fax #: None
 Date: 04/09/2024
 Social Security/Tax ID 26-2012405

DISTRICT:

Placentia-Yorba Linda Unified School District
 By: _____
 Assistant Superintendent, Business Services
 Address: 1301 E. Orangethorpe, Placentia, CA 92870
 Date: _____
 Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, its Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials *JS*

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials *MA*

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials *JS*

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials *JS*
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**ELEMENTARY GRADES TK-5/6 MATH STANDARDS AND INSTRUCTIONAL PRACTICES
PROFESSIONAL DEVELOPMENT PARTNERSHIP WITH ORANGE COUNTY DEPARTMENT
OF EDUCATION FOR 2024-25**

Background

The Orange County Department of Education (OCDE) Math Education Services team will collaborate with and support the district math focus. Teachers will be provided with instructional practices and strategies that support math instruction and intervention to meet the needs of all students.

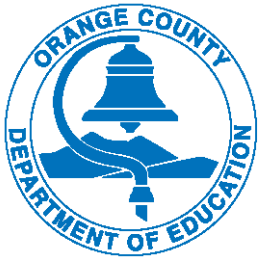
Through this professional development series, TK-5/6 teachers will work alongside our OCDE trainer to develop a shared understanding of the grade-level math standards and new mathematical framework. Teachers will receive support with implementing instructional practices that develop conceptual understanding, procedural skills and fluency, and build mathematical foundations while gaining knowledge of how cognitively guided instruction (CGI) pedagogy is used to inform math instruction. The services will be provided during the 2024-25 school year. In addition, TK-5/6 educators will have the opportunity to experience a deeper understanding and access to standards-aligned curriculum to provide the best first instruction and instructional practices in their classrooms. Acquisition of the foundational skills of research-based math instruction that help develop conceptual understanding and procedural skills and fluency are crucial for student achievement.

Financial Impact

Educator Effectiveness, NTE: \$18,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education



**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICE PROPOSAL**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

TO: Dr. Liz Leon
Director, Elementary Education
Placentia Yorba Linda Unified School District
1301 E. Orangethorpe Avenue, Placentia, CA 92870
EMAIL: eleon@pylusd.org PHONE NUMBER: (714) 985-8654

FROM: Janie Yoo (Janny Kim)
TITLE: Math Coordinator
EMAIL: jannykim@ocde.us PHONE NUMBER: 714-966-4379

DATE OF PROPOSAL: 4/8/2024

PURPOSE: Collaborate with and support district and math leadership team to support the implementation of instructional practices that meet the needs of all students.

AUDIENCE: Grades K-5/6 Teachers

ESTIMATED NUMBER OF PARTICIPANTS: 30 per session

LCAP PRIORITIES ADDRESSED:

Conditions of Learning	Pupil Outcomes	Engagement
<input type="checkbox"/> Basic Services <input checked="" type="checkbox"/> Implementation of State Content Standards <input type="checkbox"/> Course Access	<input checked="" type="checkbox"/> Pupil Achievement <input type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input checked="" type="checkbox"/> Pupil Engagement <input type="checkbox"/> School Climate

CA MTSS FRAMEWORK ADDRESSED:

Whole Child Domain

Inclusive Academic Instruction Features

Inclusive Behavior Instruction Features

Inclusive Transformative Social-Emotional Instruction and Mental Health Support Features

Essential Domains and Features to Support the Whole Child

Administrative Leadership Domain
 Strong & Engaged Site Leadership Features
 Strong Educator Support System Features

Integrated Supports Domain
 Organizational Structure Features
 Strong & Positive School Culture Features

Family and Community Engagement Domain
 Trusting Family Partnerships Features
 Trusting Community Partnerships Features

Inclusive Policy Structure and Practice Domain
 Strong LEA / School Relationship Features
 LEA Policy Framework Features

**ORANGE COUNTY
BOARD OF EDUCATION**

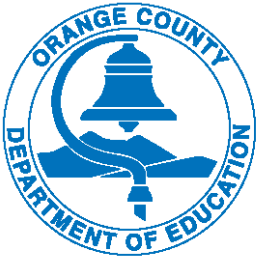
MARI BARKE

TIM SHAW

LISA SPARKS, PH.D.

JORGE VALDEZ Esq.

KEN L. WILLIAMS, D.O.



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

NUMBER OF DAYS: 12 Days of service

PROPOSED TRAINING DATES:

September 19, November 5, 14, December 5, February 13, 25, 27, April 29, May 1, 6 (Dates subject to change by mutual agreement from OCDE and District); Additional 2 days to be determined by District and OCDE

LOCATION: Placentia Yorba Linda Unified School District Office and School Sites TBD

GOAL(S):

(1) Develop a shared understanding of the New Common Core Math Frameworks and understanding of the priority clusters. (2) Align instructional practices and activities with CGI pedagogy. (3) Support K-5/6 grade teachers with understanding and implementing inquiry-based instruction that support student thinking (4) Develop an understanding of common formative assessments to guide instruction

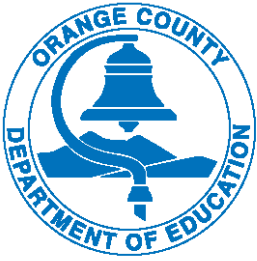
EXPECTED MEASURABLE OUTCOME(S):

Increase teacher knowledge of research-based math instruction that help develop mathematical thinking

Increase number of teachers who implement instructional practices aligned to the New Common Core Math Frameworks.

JUSTIFICATION / RESEARCH CITATION(S):

(1) National Council of Teachers of Mathematics (2014). Principles to Actions: Ensuring Mathematical Success for All. (2) Franke, M., Kazemi, E., Turrou, A. (2018). Choral Counting & Counting Collections. (3) Cobb, P., Jackson, K., Henrick, E., Smith, T., the MIST Team (2018). Systems for Instructional Improvement: Creating Coherence from the Classroom to the District Office. (4) Carpenter, T., Franke, M., Levi, L. (2003). Thinking Mathematically: Integrating Arithmetic & Algebra in Elementary School. (5) Carpenter, T., Franke, M., Johnson, N., Turrou, A., Wager, A. (2017). Young Children's Mathematics: Cognitively Guided Instruction in Early Childhood Education. (6) Carpenter, T., Fennema, E., Franke, M., Levi, L., Empson, S. (2015). Children's Mathematics: Cognitively Guided Instruction. (7) California Department of Education Sacramento (2015). Mathematics Framework for California Public Schools- Kindergarten Through Grade Twelve. (8) California Department of Education Sacramento (2023). 2023 Mathematics Framework for California Public Schools (Mathematics Framework).



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

DETAILS:

10 full day sessions of Professional Learning (TOTAL: 6 Full Days)
September 19, November 5, 14, December 5, February 13, 25, 27, April 29, May 1, 6 (Dates subject to change by mutual agreement from OCDE and District)

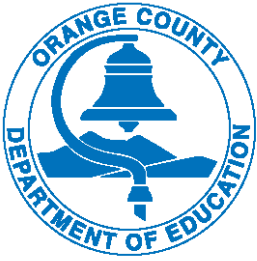
All dates are subject to change if mutually agreed upon

Additional 2 days- may include but is not limited to: Professional Development, coaching, support with workshop development, classroom lessons, working with student, curriculum development, support with scope & sequence, after school workshop (Follow up dates to be mutually agreed upon)

OCDE SERVICE COST STRUCTURE:

FEES	MOUNT	QUANTITY	TOTAL
\$1500 - Full-day (Over 5+ Hrs.)	\$ 1,500	12	\$ 18,000
\$750 - Half-day (3-4 hours)	\$ 0		\$ 0
\$250 - Hourly (1-2 hours)	\$		\$ 0
Additional consultant			\$ 0
Administrative fees: <small>(Planning/Prep Time)</small>			\$ 0
SUBTOTAL			\$ 18,000
ADDITIONAL COST CONSIDERATIONS: <ul style="list-style-type: none"> 30 OR FEWER PARTICIPANTS = 1 CONSULTANT MORE THAN 30 PARTICIPANTS = ADDITIONAL CHARGES MAY BE INCURRED PREPARATION TIME MAY BE ADDED AT THE SAME RATES MILEAGE MAY BE ADDED FOR STAFF TRAVEL TO/FROM THE LOCATION COST OF MEALS OR REFRESHMENTS MAY BE ADDED, IF REQUESTED 			

WORKSHOP NEEDS	PROVIDER	COST
EQUIPMENT: <ul style="list-style-type: none"> Projector Document camera (ELMO) Audio speakers Microphone Laptops, tablets, etc. 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
REFRESHMENTS: <ul style="list-style-type: none"> Breakfast Lunch 	<input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE	
ESTIMATED TOTAL:		
MISCELLANEOUS:		

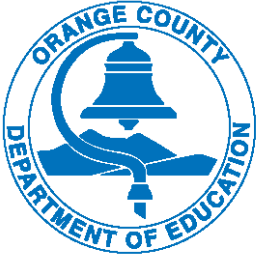


ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

<ul style="list-style-type: none"> • Table boxes (writing utensils, markers, etc.) • Wireless access • Mileage fees • Materials fees • Venue fees 	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> District</td> <td style="width: 50%;"><input type="checkbox"/> OCDE</td> </tr> <tr> <td><input type="checkbox"/> District</td> <td><input type="checkbox"/> OCDE</td> </tr> <tr> <td><input type="checkbox"/> District</td> <td><input checked="" type="checkbox"/> OCDE</td> </tr> <tr> <td><input checked="" type="checkbox"/> District</td> <td><input type="checkbox"/> OCDE</td> </tr> <tr> <td><input checked="" type="checkbox"/> District</td> <td><input type="checkbox"/> OCDE</td> </tr> </table>	<input type="checkbox"/> District	<input type="checkbox"/> OCDE	<input type="checkbox"/> District	<input type="checkbox"/> OCDE	<input type="checkbox"/> District	<input checked="" type="checkbox"/> OCDE	<input checked="" type="checkbox"/> District	<input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> District	<input type="checkbox"/> OCDE	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> N/A</td> </tr> <tr> <td><input checked="" type="checkbox"/> N/A</td> </tr> <tr> <td style="border: 1px solid black; height: 15px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 15px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 15px;"></td> </tr> </table>	<input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> N/A			
<input type="checkbox"/> District	<input type="checkbox"/> OCDE																
<input type="checkbox"/> District	<input type="checkbox"/> OCDE																
<input type="checkbox"/> District	<input checked="" type="checkbox"/> OCDE																
<input checked="" type="checkbox"/> District	<input type="checkbox"/> OCDE																
<input checked="" type="checkbox"/> District	<input type="checkbox"/> OCDE																
<input checked="" type="checkbox"/> N/A																	
<input checked="" type="checkbox"/> N/A																	

ESTIMATED TOTAL COST (SERVICE + MATERIALS):

\$18,000.00



**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICE PROPOSAL**

For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

PROPOSAL ACCEPTED

Authorized Signature

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

MATERIALS FROM IMAGINE LEARNING FOR SONDAY SYSTEMS 1 FOR ELEMENTARY GRADES K-2 FOR THE 2024-25 SCHOOL YEAR

Background

Sonday System 1 offers structured, systematic, multisensory reading intervention for readers at the beginning stages of reading through the end of the 2nd-grade reading level. Each lesson plan uses proven Orton-Gillingham methods to provide effective intervention in small-group settings.

This resource will support readers in kindergarten through second grade. Academic support teachers and site-based Title I instructional coaches are being trained to use this resource as a proactive literacy approach to support struggling students.

Financial Impact

Learning Recovery Emergency Block Grant, NTE: \$37,556

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 4/18/2024
Quote No. Q-53264
Acct. No. 12205475
Total 37,556.29
Pricing Expires 10/15/2024

Placentia-Yorba Linda Unified Schl Dist
1301 E Orangethorpe Ave
Placentia CA 92870
United States

Payment Term	Contract Start	Contract End
Net 30	5/1/2024	4/30/2025

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Placentia-Yorba Linda Unified Schl Dist	Winsor Learning - Sondag System 1 Intervention Set		04/30/2025	21	1,495.00	31,395.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	04/30/2025	1	3,139.50	3,139.50

Subtotal 34,534.50
Tax Total 3,021.79
Total 37,556.29

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Placentia-Yorba Linda Unified Schl Dist

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Rich Geist
Account Executive -
rich.geist@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

MISSION SAN JUAN CAPISTRANO FIELD TRIP FOR LINDA VISTA ELEMENTARY

Background

Linda Vista fourth-grade students will visit Mission San Juan Capistrano to study California Missions. Forty-eight students, two teachers, and five chaperones will travel by bus from school to the Fullerton Train Station and then by train from Fullerton to San Juan Capistrano on June 5, 2024. Students will miss one day of school.

This trip provides an excellent opportunity for fourth-grade students to learn about and visit a California mission. They will participate in Native American history storytelling with Jacque Tahuka Nunez. She will take the students on a journey into the lifestyle of the early indigenous people of California. Students leave with an appreciation for environmentalism and what it means to be “keepers of the Earth.” The presentation aligns with HSS 4.2.1: Discuss the major nations of California Indians, including their geographic distribution, economic activities, legends, and religious beliefs; and describe how they depended on, adapted to, and modified the physical environment by cultivation of land and use of sea resources.

Financial Impact

Gift funds, NTE: \$1,380

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Liz Leon, Director, Elementary Education

**Linda Vista Elementary
Mission San Juan Capistrano via Amtrak Train
San Juan Capistrano, CA
June 5, 2024**

Itinerary

Wed. June 5

- | | |
|-------------------|---|
| 7:50 a.m. | Arrive at Linda Vista Elementary and meet with teachers, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct |
| 9:15 a.m. | Depart Linda Vista via school bus |
| 9:45 a.m. | Arrive at Fullerton Train Station |
| 10:41 a.m. | Depart Fullerton Train Station, Train 770 |
| 11:24 a.m. | Arrive at Mission San Juan Capistrano Train Station, Train 770 |
| 3:34 p.m. | Depart San Juan Capistrano Train Station, Train 581 |
| 4:17 p.m. | Arrive at Fullerton Train Station, Train 581 |
| 4:20 p.m. | Depart Fullerton Train Station via school bus |
| 4:50 p.m. | Arrive at Linda Vista Elementary School |
| 4:50 p.m. | Release students to parents |

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**APPROVE THE FRANKLIN HAYES MARIONETTES ASSEMBLY FRANKIE'S TOYBOX AT
GOLDEN ELEMENTARY SCHOOL**

Background

Transitional kindergarten students at Golden have been focusing on helping students develop friendship skills as a part of the district's adopted Second Step Curriculum. School readiness consists of social/emotional competencies as well as other cognitive and motivational competencies required for success in school and are based on the California Preschool Learning Foundation. Play is a central context for social and emotional development in early childhood and contributes to the skills necessary for adjustment and success in school.

To support instruction of preschool learning foundations and the social/emotional development of students in transitional kindergarten, Golden would like to host an assembly called, "Puppets and Parents" on Thursday, May 16, 2024 at 9:30 A.M. The show is approximately 30 minutes. The company, Franklin Hayes Marionettes, has a performance called, "Frankie's Toy Box" which supports many of our TK SEL standards. It is a story about a boy who does not share his toys and how all of the toys come alive and teach him about sharing, caring, making friends, teamwork, following rules, and getting along. Families would also be allowed to attend along with the two TK classes in the multi-purpose room. Funding has been secured by a donor who is gifting the school funds. Our TK classes are excited to have an exciting and fun assembly that connects to the skills they are learning in class.

Financial Impact

Gift Funds, NTE: \$550

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 26th day of April, 2024, by and between Franklin Haynes Marionettes, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

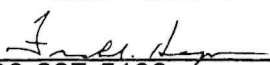
1. SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR: (Use attachment if more room needed)

1 TK Puppet Show. 45 minutes in length. Show name, Frankie's Toy Box.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on May 16th 2024, and will diligently perform as required and complete performance by May 16th 2024. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$550.00 for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: Franklin Haynes
Is individual retired from Cal STRS: Yes No
from CalPERS: Yes No If yes, date retired: _____
Signature: 
Phone #: 800-687-5193
Fax #: _____
Date: 4/26/24
Social Security/Tax ID 564-81-7999

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

INSURANCE REQUIREMENTS: During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials f/l .

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials f/l .

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials f/l .

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials f/l .
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
0. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
1. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
2. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
3. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
4. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
5. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH ALL THINGS SCIENCE ASSEMBLY AT
MORSE ELEMENTARY**

Background

A year-end, PTA-sponsored school assembly will be held for all kindergarten through sixth-grade students at Morse Elementary on May 24, 2024. All Things Science provides a STEM assembly that is engaging with interactive learning experiences for students in science, technology, engineering, and math. All Things Science is student-centered and hands-on with activities that encourage problem-solving skills, creativity, and critical thinking.

Financial Impact

PTA Gift Funds, NTE: \$500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR: (Use attachment if more room needed)

-
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
 4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
 5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
 6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
 8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
 9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
 10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
 11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
 12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

APPROVE WORLD LANGUAGE TEXTBOOK ADOPTION

Background

In accordance with Board Policy 6161, recommendations are made to the Board of Education for the adoption of basic and supplementary textbooks. Our current world languages materials were published and adopted in 1999. Recent changes in the World Language Framework necessitated the adoption of updated materials.

A team of sixteen pilot teachers from across the district piloted two different publishers and used the newly adopted framework to assess the curriculum. After this evaluation, the pilot teachers selected the following books and publishers for these respective languages with access to digital and hardcopy resources:

Japanese and Chinese:

Publisher: Cheng & Tsui- High School Integrated Chinese for levels 1-4, AP, and IB and Japanese levels 1-4 and AP

Textbook Titles: Integrated Chinese and Adventures in Japanese

German and Spanish:

Publisher: Carnegie- Middle and High School Spanish for levels 1-4 and Native Speakers and German levels 1-3

Textbook Titles: Que Chevere (Spanish) and Deutsch So Aktuell (German)

French:

Publisher: Vista High School French for levels 1-3 and AP

Textbook Titles: D'accord and Themes

The recommended middle and high school world languages textbooks were approved by the Curriculum Council on February 29, 2024. They were placed on a 30-day display for review in the District Office reception area which began March 1, 2024 and there was no public feedback for this curriculum.

Financial Impact

Lottery Funds, NTE: \$1,541,202

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Will Gray, Executive Director, Secondary Education

World Language Proposal

Placentia Yorba Linda Unified School District (8 Year Blended Plan w/ Consumable Workbooks)

Quote Created: March 11th, 2024

Quote# Q-48029

Attention:

Cameron Castaneda
ccastaneda@pylusd.org

Carnegie Learning World Languages

¡Qué chévere!: a 4-level Spanish language solution designed for 6-12 students

En voz alta: a 3-level Spanish for Spanish Speaker solution designed for 6-12 students

Deutsch So Aktuell: a 3-level German language solution designed for 6-12 students

**** Quote Expires 7/31/24**

Key Differentiators of Carnegie Learning World Languages

Every Carnegie Learning World Language Partnership Plan represents a **comprehensive all-inclusive solution** that will provide World Language Teachers access to every curriculum resource.

Additional differentiators include:

- **Each digital license provides access to all levels of curriculum** within each language to support differentiation among every classroom's unique needs.
- **Fully inclusive digital experience with no add-on purchases required** for access to all core and ancillary resources.
- Wrap-Around Professional Learning to provide initial and ongoing support for every World Language Teacher. **Your investment with Carnegie Learning is a Partnership**, and our Master Practitioners will support your World Language Team each step of the way.
- **Continuously updated culturally relevant content** for student engagement.
- **En voz alta is the only State-Adopted Heritage Speaker Program** in the state of California.

World Language Programs Introduction

Carnegie Learning is a leading provider of K-12 world language education technology, curricula, and professional learning solutions. With the highest quality resources for Spanish, French, and Chinese, Carnegie Learning delivers you comprehensive and flexible programs that meet teachers needs and meet students where they are.

9-12 Core Solutions

Carnegie Learning's world language programs are directly aligned to the *California World Languages Standards for Public Schools* as well as the national American Council on the Teaching of Foreign Languages (ACTFL) *World-Readiness Standards for Language Learning*. They are designed to develop students' language and cultural proficiency through the use of interactive resources that engage them in the language learning process.

Students build their confidence in producing language by working in all three modes and all four skills, while simultaneously building intercultural competence. The dynamic online learning environment brings it all together to give teachers choices about how students interact with content and to give students opportunities to explore on their own and produce language in a safe space.

Our core language blended solutions for Placentia Yorba Linda USD are:

- **¡Qué chévere!:** a 4-level Spanish language solution designed for 6-12 students
- **En voz alta:** a 3-level Spanish for Spanish Speaker solution designed for 6-12 students
- **Deutsch So Aktuell:** a 3-level German language solution designed for 6-12 students

Core Programs Overview

Program Design

The philosophy that not only can all students learn languages but can discover their own passions of languages and cultures, is at the heart of Carnegie Learning's world language instructional materials and resources. Students build confidence as teachers are able to provide essential and engaging instruction to help them fall in love with languages. The wide range of program resources, including tools for proficiency, immersive cultural assets, and resources for easy differentiation, support teachers with standards-aligned content that focuses on world readiness standards, communicative language, performance, and proficiency, all embedded with interculturality.

Developmental appropriateness for age, stage of learning, performance and proficiency levels are supported by Can-Do Statements, input, development, and performance for the modes of communication and the four skills, identified by ACTFL and used in the *California World Languages Standards for Public Schools*. All programs encourage a collaborative classroom community through a variety of activities designed to accommodate students at all levels. In the dynamic online learning environment, students can engage with language and cultures in a variety of meaningful ways for high impact learning and student engagement.

Tools for Proficiency

Students build confidence in their proficiency with multimodal tools, extensive input, and practice opportunities in the online environment. Students have the ability to control aspects of their learning and interactions with self-guided supports in the fully interactive eBook, such as clickable audio throughout, ready-made flashcards, comprehension, eBook activities, dialogues, eReaders, read-alouds, videos, news and more.



Understanding the importance of all four skills: listening, reading, speaking, and writing, the abundance of input with audio and targeted listening activities gives students the most opportunities available to encounter the most challenging skill in relevant and purposeful ways. Through a communicative approach, listening opportunities allow students to build their listening and speaking skills and use them for real-world situations.

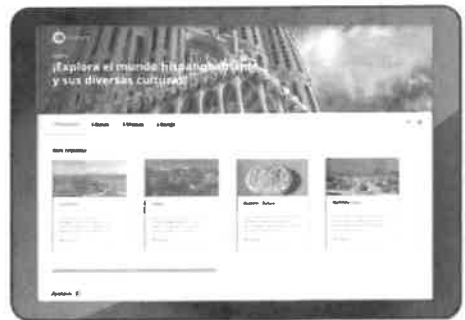
Online formative and summative speaking opportunities are designed to create a safe space for them to help build their speaking confidence. Speaking begins in the units with a scaffolded approach to output, including guided conversations and info-gap activities. In the online learning environment, students have extensive opportunities to extend on their speaking from the classroom.

The video-discussion tool, Microsoft Flip[®], is fully embedded in the online environment for easy assigning and viewing and with Carnegie Learning's unique Performance tool, students create artifacts of performance and Can-Do Statements through the video-based performance assessment. Teachers are able to score submissions on a proficiency rubric and provide video feedback to students.

Relevant, Up-to-Date Cultural Materials

Going beyond geography and population facts, students build intercultural competence with content embedded throughout the units by connecting with products, practices, and perspectives of target cultures. Additional program components such as the **Authentic Resources** workbooks for Spanish and French or integrated performance tasks and assessments help combine meaningful language tasks with cultural elements.

Curated libraries of eReaders, and character videos, and Spanish iCulture videos and news articles take that curiosity to a deeper level and help students understand and appreciate target cultures. These libraries of resources immerse students in the language in a variety of ways through the context of relevant cultural topics. With the highest quantity and quality of new Spanish content added monthly, **with 15 new assets a month**, and access to archives of almost 10 years, teachers are never short on immersive target language cultural resources.



These dynamic and highly popular resources are a part of every adoption with Carnegie Learning, according to the resources available for each language. Districts and teachers are not asked to choose between packages or resources that add libraries as additional costs or ask teachers to choose a limited number of titles.

Resources for Easy Differentiation

With flexible resources and access to all levels of the program at all times, teachers have everything they need to effectively personalize and differentiate learning for students. With the ability to easily direct students to all content and to assign activities digitally from any level and any resource, teachers can truly use the resources seamlessly to meet the needs of all students.



The wide range of resources, such as Pre-AP activities, Social Emotional Learning Activities, project-based learning, Workbooks, Activities for Communication, Units Quizzes and Tests, and Integrated Performance Assessments allow teachers to use the program in a flexible way and truly differentiate to allow students to shine where they are performing and level up along the way.

Program Components

Each core program is a blend of print and digital. Options for print components include the hardcover Student Editions, Annotated Teacher's Edition, and *optional* consumable workbooks. Each of these components and additional teacher and student resources are all delivered in the online learning environment. As some specific resources vary between languages, please see a specific list of program components for each specific language programming the Program Overview Brochures that are included.

The Digital Experience

Digital Program Resources

Digital resources for Carnegie Learning world language programs supporting all languages include the full program and all program resources, so teachers and students sacrifice nothing in selecting their materials.

Digital resources for every user include:

- Access to **all levels** of the program, fully interactive and assignable
- Digital replica of student edition, including audio, **self-guided resources**, interactions, and assignable eBook activities
- **All** student workbooks, fully interactive and assignable
- Full library of **100 titles** for Spanish eReaders
- Library of immersive, engaging cultural content, **growing monthly**, in the form of new around-the-world videos, thematic videos, 15 news articles, and a song every month, while maintaining all of the archives

Blended Student Package

- **Hardcover print Student Edition**
- **Digital Student Resources including eBook, life of the adoption**

Attached program components guides clearly outline all of the student and teacher resources that are part of an implementation of Carnegie Learning world language solutions.

Online Learning Environment

Navigate today's educational landscape using a blended approach. The dynamic digital learning environment lets teachers access all program resources, assign custom or preloaded activities and communicative tasks, evaluate student work, and provide meaningful feedback—all in one easy-to-use platform.

Teachers have the ability to assign work directly from a resource or from a library of activities in addition to being able to create their own Custom, Performance, activities. Customizable lessons allow teachers to deliver any content or assignment to students. Students are presented with assignments first upon login, so they are always aware of what needs to be done. Students browse resources and always have access to the full eBook, replica of the print, all student workbooks, and all content libraries in order to personalize their language experiences.

Professional Learning Overview

Our Team of Experts

Carnegie Learning's Master Practitioners are current and former classroom teachers and leaders, and experts in the World Language field. The team has successfully designed and delivered standards-based professional learning activities in a wide range of settings – from small rural schools to large urban districts with diverse student populations helping 1000s get started and become successful with Carnegie Learning's resources.

On-Site Implementation Workshop *(up to 25 participants per facilitator)*

The Initial Implementation Workshop gets your teachers and coaches started with Carnegie Learning curricula. Participants experience the research-based instructional model, become familiar with the teacher and student materials, and leave with an established process for planning and pacing throughout the school year. Participating educators will learn to:

- Effectively implement Carnegie Learning World Language curricula on a day-to-day basis
- Apply student-centered, standards-based instructional strategies
- Make connections between Carnegie Learning software, texts, and classroom instruction
- Navigate the resources available to teachers and students and the intent behind each of them

In-Classroom Job-Embedded Follow-Up Coaching Support

In-Classroom Support takes place within the classroom and provides side-by-side coaching from the Carnegie Learning master practitioners. Carnegie Learning master practitioners intentionally build relationships with teachers and leaders in order to help the student achieve success and promote high-quality Carnegie Learning implementations. During In-Classroom Support, master practitioners will:

- Support the Carnegie Learning implementation to ensure fidelity to the model
- Provide individual and group coaching to support continuous growth and improvement
- Support student-centered learning and collaborative mathematics classrooms
- Assist schools in monitoring and maximizing a constant stream of data specific to individual classrooms and individual students
- Master practitioners will work side by side with the instructional coaches to build their capacity to support and sustain the implementation.

Virtual Office Hours including Job-Embedded Coaching and Consulting *(Online, 1-hour sessions)*

Virtual Coaching sessions, available for one-on-one and small-groups, provide flexible, just-in-time support from the Carnegie Learning master practitioners that could include instructional coaching cycles, just-in-time support or consultation, lesson planning conversations, data review, open office hours, and much more.

Virtual 1:1 Coaching (with 1 teacher per coach) can include:

- Initial Planning call between Carnegie Learning master practitioner and teacher
- Virtual Learning Planning Conversations with Teachers
- Subject Matter Content Conversations with Teachers
- CL Data Review Conversations with Teachers

Virtual Group Coaching (with up to 12 teachers per coach) can include:

- Group Lesson Planning Conversations with Teachers
- Group Subject Matter Content Conversations with Teachers
- Group CL Data Review Conversations with Teachers

Office Hours provide the opportunity for teachers to receive support online from a CL master practitioner. Teachers can visit the virtual room during hours dedicated specifically to your school or district. Each teacher can choose to stay the entire time or just come for a short time to ask a specific question.

Virtual Office Hours can include: Group Lesson Planning Conversations with Teachers; Group Subject Matter Content Conversations with Teachers; Group CL Data Review Conversations with Teachers

Custom Workshop (up to 25 participants per facilitator)

Carnegie Learning master practitioners will partner with districts and schools to create unique professional learning opportunities tailored to their specific needs in order to ensure high-quality Carnegie Learning implementations. Some examples of Custom Workshops include:

- Integrating Interculturality
- What Your Novice Learners CAN-DO in the Interpretive Mode
- Developing a Blended Approach
- Making Authentic Language Resources Work for All Levels
- Let's get Real: Authentic Assessments with IPA's

Placentia Yorba Linda USD World Language Investment Overview

This World Language Implementation Overview represents a solution to support up to **3,725 students**. All digital access and consumable print materials based on an **8-Year Term**.

Program	Every Teacher Receives:	For Students:
	<ul style="list-style-type: none"> • Print Annotate Teacher's Edition • Digital teacher materials for life of adoption <p><i>** Teacher Editions Gratis w/ Full Blended Adoption</i></p>	<ul style="list-style-type: none"> • Print Student Editions • Print Workbooks shipped annually for term of adoption (<i>** 8 annual shipments</i>) • All Digital Licenses include full access to Passport w/ Immersion for 8-Year Term
Bernardo Yorba Middle School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1a Teacher Editions - 1 Level 1b Teacher Editions 	<ul style="list-style-type: none"> - 111 Level 1a Print Student Editions - 111 Level 1a Student Workbooks - 111 Level 1a Student Licenses - 97 Level 1b Print Student Editions - 97 Level 1b Student Workbooks - 97 Level 1b Student Licenses
Kraemer Middle School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1a Teacher Editions - 1 Level 1b Teacher Editions 	<ul style="list-style-type: none"> - 111 Level 1a Print Student Editions - 111 Level 1a Student Workbooks - 111 Level 1a Student Licenses - 109 Level 1b Print Student Editions - 109 Level 1b Student Workbooks - 109 Level 1b Student Licenses
Travis Middle School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1a Teacher Editions - 1 Level 1b Teacher Editions 	<ul style="list-style-type: none"> - 35 Level 1a Print Student Editions - 35 Level 1a Student Workbooks - 35 Level 1a Student Licenses - 66 Level 1b Print Student Editions - 66 Level 1b Student Workbooks - 66 Level 1b Student Licenses

Tuffree Middle School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1a Teacher Editions - 1 Level 1b Teacher Editions 	<ul style="list-style-type: none"> - 103 Level 1a Print Student Editions - 103 Level 1a Student Workbooks - 103 Level 1a Student Licenses - 85 Level 1b Print Student Editions - 85 Level 1b Student Workbooks - 85 Level 1b Student Licenses
Valadez Middle School		
En voz alta	<ul style="list-style-type: none"> - 1 Level 1 Teacher Edition 	<ul style="list-style-type: none"> - 32 Level 1 Print Student Editions - 32 Level 1 Student Workbooks - 32 Level 1 Student Licenses
Yorba Linda Middle School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1a Teacher Editions - 1 Level 1b Teacher Editions 	<ul style="list-style-type: none"> - 112 Level 1a Print Student Editions - 112 Level 1a Student Workbooks - 112 Level 1a Student Licenses - 109 Level 1b Print Student Editions - 109 Level 1b Student Workbooks - 109 Level 1b Student Licenses
El Dorado High School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1 Teacher Edition - 2 Level 2 Teacher Editions - 1 Level 3 Teacher Edition - 1 Level 4 Teacher Edition 	<ul style="list-style-type: none"> - 219 Level 1 Print Student Editions - 219 Level 1 Student Workbooks - 219 Level 1 Student Licenses - 288 Level 2 Print Student Editions - 288 Level 2 Student Workbooks - 288 Level 2 Student Licenses - 167 Level 3 Print Student Editions - 167 Level 3 Student Workbooks - 167 Level 3 Student Licenses - 37 Level 4 Print Student Editions - 37 Level 4 Student Workbooks - 37 Level 4 Student Licenses
En voz alta	<ul style="list-style-type: none"> - 1 Level 2 Teacher Edition - 1 Level 3 Teacher Edition 	<ul style="list-style-type: none"> - 56 Level 2 Print Student Editions - 56 Level 2 Student Workbooks - 56 Level 2 Student Licenses - 24 Level 3 Print Student Editions - 24 Level 3 Student Workbooks - 24 Level 3 Student Licenses

<p>Deutsch So Aktuell:</p>	<ul style="list-style-type: none"> - 1 Level 2 Teacher Edition - 1 Level 3 Teacher Edition 	<ul style="list-style-type: none"> - 17 Level 2 Print Student Editions - 17 Level 2 Student Workbooks - 17 Level 2 Student Licenses - 13 Level 3 Print Student Editions - 13 Level 3 Student Workbooks - 13 Level 3 Student Licenses
Esperanza High School		
<p>¡Qué Chévere!</p>	<ul style="list-style-type: none"> - 1 Level 1 Teacher Edition - 2 Level 2 Teacher Editions - 1 Level 3 Teacher Edition - 1 Level 4 Teacher Edition 	<ul style="list-style-type: none"> - 128 Level 1 Print Student Editions - 128 Level 1 Student Workbooks - 128 Level 1 Student Licenses - 181 Level 2 Print Student Editions - 181 Level 2 Student Workbooks - 181 Level 2 Student Licenses - 113 Level 3 Print Student Editions - 113 Level 3 Student Workbooks - 113 Level 3 Student Licenses - 5 Level 4 Print Student Editions - 5 Level 4 Student Workbooks - 5 Level 4 Student Licenses
<p>Deutsch So Aktuell:</p>	<ul style="list-style-type: none"> - 1 Level 1 Teacher Edition - 1 Level 2 Teacher Edition - 1 Level 3 Teacher Edition 	<ul style="list-style-type: none"> - 15 Level 1 Print Student Editions - 15 Level 1 Student Workbooks - 15 Level 1 Student Licenses - 22 Level 2 Print Student Editions - 22 Level 2 Student Workbooks - 22 Level 2 Student Licenses - 16 Level 3 Print Student Editions - 16 Level 3 Student Workbooks - 16 Level 3 Student Licenses
Parkview School		
<p>¡Qué Chévere!</p>	<ul style="list-style-type: none"> - 1 Level 1a Teacher Editions - 1 Level 1 Teacher Editions - 1 Level 2 Teacher Editions - 1 Level 3 Teacher Editions 	<ul style="list-style-type: none"> - 8 Level 1a Print Student Editions - 8 Level 1a Student Workbooks - 8 Level 1a Student Licenses - 9 Level 1 Print Student Editions - 9 Level 1 Student Workbooks - 9 Level 1 Student Licenses - 14 Level 2 Print Student Editions - 14 Level 2 Student Workbooks - 14 Level 2 Student Licenses - 5 Level 3 Print Student Editions - 5 Level 3 Student Workbooks - 5 Level 3 Student Licenses

Valencia High School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1 Teacher Edition - 2 Level 2 Teacher Editions - 1 Level 3 Teacher Edition 	<ul style="list-style-type: none"> - 168 Level 1 Print Student Editions - 168 Level 1 Student Workbooks - 168 Level 1 Student Licenses - 249 Level 2 Print Student Editions - 249 Level 2 Student Workbooks - 249 Level 2 Student Licenses - 133 Level 3 Print Student Editions - 133 Level 3 Student Workbooks - 133 Level 3 Student Licenses
En voz alta	<ul style="list-style-type: none"> - 1 Level 2 Teacher Edition - 1 Level 3 Teacher Edition 	<ul style="list-style-type: none"> - 104 Level 2 Print Student Editions - 104 Level 2 Student Workbooks - 104 Level 2 Student Licenses - 89 Level 3 Print Student Editions - 89 Level 3 Student Workbooks - 89 Level 3 Student Licenses
Yorba Linda High School		
¡Qué Chévere!	<ul style="list-style-type: none"> - 1 Level 1 Teacher Edition - 2 Level 2 Teacher Editions - 1 Level 3 Teacher Edition - 1 Level 4 Teacher Edition 	<ul style="list-style-type: none"> - 183 Level 1 Print Student Editions - 183 Level 1 Student Workbooks - 183 Level 1 Student Licenses - 273 Level 2 Print Student Editions - 273 Level 2 Student Workbooks - 273 Level 2 Student Licenses - 130 Level 3 Print Student Editions - 130 Level 3 Student Workbooks - 130 Level 3 Student Licenses - 29 Level 4 Print Student Editions - 29 Level 4 Student Workbooks - 29 Level 4 Student Licenses
Deutsch So Aktuell:	<ul style="list-style-type: none"> - 1 Level 1 Teacher Edition - 1 Level 2 Teacher Edition - 1 Level 3 Teacher Edition 	<ul style="list-style-type: none"> - 21 Level 1 Print Student Editions - 21 Level 1 Student Workbooks - 21 Level 1 Student Licenses - 20 Level 2 Print Student Editions - 20 Level 2 Student Workbooks - 20 Level 2 Student Licenses - 19 Level 3 Print Student Editions - 19 Level 3 Student Workbooks - 19 Level 3 Student Licenses

Professional Learning Plan for 20 Teachers	
Total Embedded PL Services	<p>Comprehensive Professional Learning Plan includes:</p> <ul style="list-style-type: none"> • Quantity 6 - In-Person Implementation Training Workshop (6 hours each) • Quantity 3 - Virtual Implementation Workshop Session (2-3 hours each) • Quantity 3 - On-Site Custom Implementation Workshop <ul style="list-style-type: none"> ◦ CL Master Practitioner will work side-by-side PYLUSD World Language Team to fully customize content for a tailored workshop experience • Quantity 28 - In-Person Job-Embedded Coaching Day (6 hours each) • Quantity 50 - Virtual Follow-up Coaching Hour

Timing	Recommended Scope of Work for above detailed Services
Phase 1	<p>Back To School:</p> <p>(1) Full-Day Initial On-Site Implementation Workshop for all teachers (25 max)</p> <p>Ongoing Support:</p> <ul style="list-style-type: none"> • (1) On-Site Follow-Up Implementation Workshop for all teachers (25 max) <ul style="list-style-type: none"> ◦ This Session to be scheduled Fall/Mid-Year to pull all teachers back together • (1) On-Site Custom Planning Workshop for all teachers (25 max) • (4) On-Site Job-Embedded Coaching Visits each for 20 teachers
Phase 2	<p>Ongoing Support:</p> <ul style="list-style-type: none"> • (1) On-Site Implementation Workshop for all new & returning teachers (25 max) • (1) Virtual Implementation Workshop for all new & returning teachers (2-3 hours) • (1) On-Site Custom Planning Workshop for all teachers (25 max) • (2) On-Site Job-Embedded Coaching Visits each for 20 teachers
Phase 3	<p>Ongoing Support:</p> <ul style="list-style-type: none"> • (1) On-Site Implementation Workshop for all new & returning teachers (25 max) • (1) Virtual Implementation Workshop for all new & returning teachers (2-3 hours) • (1) On-Site Job-Embedded Coaching Visit each for 20 teachers
Ongoing As Needed Coaching Support	(50) Virtual Coaching Hours available to teachers and leadership on an as-needed basis throughout full Adoption Term.

*** Phase terms and professional learning delivery schedule to be further defined by PYLUSD Leadership and CL Professional Learning Team.*

Total 8-Yr Investment Summary (Includes Consumable Workbooks)		
Subtotal		\$1,137,989.66
Shipping	** Shipping Waived w/ Adoption	\$0.00
Taxes	CA Taxes on Shippable Items Placentia Taxes @ 8.75% ** Based on \$609,655.38 in taxable print goods	\$53,344.85
Grand Total		\$1,191,334.51

** Cost Proposal Valid Through 6/30/24

Carnegie Learning Partnership Team

Staci Minnick

Account Executive

sminnick@carnegielearning.com

Maggie Thomas

Sr. Manager of School Partnerships

mthomas@carnegielearning.com

Blake Bieritz

Regional Account Manager

bbieritz@carnegielearning.com

Albert Madrigal

Director of Professional Learning

amadrigal@carnegielearning.com

Brian Chernow

Regional Vice President of Sales

bchernow@carnegielearning.com



COST PROPOSAL

Quote Prepared On April 16, 2024
 Quote Valid Through October 15, 2024
 Quote No. 2404151649
 Version No. 1

Prepared For
Cameron Castaneda Placentia-Yorba Linda USD 1301 E. Orangethorpe Ave. Placentia, CA 92870

Prepared By
Steve Santoro ssantoro@vistahigherlearning.com (617) 728-9359 Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

Daccord 2024					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
230	978-1-54339-791-8	Daccord 2024 Level 1 Student Edition (Hardcover) + PRIME Online Access (8 year license)	\$276.95	\$63,698.50	\$63,698.50
5	978-1-54339-654-6	Daccord 2024 Level 1 Teacher Resource Box	\$431.75	\$2,158.75	\$2,158.75
215	978-1-54339-800-7	Daccord 2024 Level 2 Student Edition (Hardcover) + PRIME Online Access (8 year license)	\$276.95	\$59,544.25	\$59,544.25
4	978-1-54339-655-3	Daccord 2024 Level 2 Teacher Resource Box	\$431.75	\$1,727.00	\$1,727.00
230	978-1-54339-803-8	Daccord 2024 Level 3 Student Edition (Hardcover) + PRIME Online Access (8 year license)	\$276.95	\$63,698.50	\$63,698.50
4	978-1-54339-656-0	Daccord 2024 Level 3 Teacher Resource Box	\$431.75	\$1,727.00	\$1,727.00

Themes 2e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
58	978-1-54335-644-1	Themes 2e Student Edition (Hardcover) + Supersite Plus (8 year license)	\$212.95	\$12,351.10	\$12,351.10
40	978-1-54338-458-1	Themes 2e Student Edition (Hardcover) + Supersite Plus (8 year license) + AP French Student Edition (Softcover) + Supersite Plus (8 year license)	\$334.95	\$13,398.00	\$13,398.00
4	978-1-54334-394-6	Themes 2e Teacher Resource Box	\$313.95	\$1,255.80	\$1,255.80

Professional Development					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
1	TRNG006	Professional Development WL Product Training: In-person (3 hours)	\$2,000.00	\$2,000.00	\$0.00
1	WBNR002	Professional Development WL Product Training: Remote/Webinar (3 hours)	\$750.00	\$750.00	\$0.00



COST PROPOSAL

Quote Prepared On April 16, 2024
Quote Valid Through October 15, 2024
Quote No. 2404151649
Version No. 1

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!



CHENG & TSUI

Since 1979 | Boston, MA USA

25 West Street
Boston MA 02111-1213
United States

Estimate

Page 1 of 2

Date 4/16/2024
Quote # 21841

Expires 5/16/2024
Shipping Method UPS Ground Commer...
Client Number

Bill To

PLACENTIA-YORBA LINDA USD
1301 E ORANGETHORPE AVE
PLACENTIA CA 92870
United States

Ship To

PLACENTIA-YORBA LINDA USD
1301 E ORANGETHORPE AVE
PLACENTIA CA 92870
United States

ISBN	Description	Quantity	List Price	Rate	Amount
9781622911356	INTEGRATED CHINESE 1 TEXT/SIMP 4E PB	100	67.99	67.99	6,799.00
9781622911363	INTEGRATED CHINESE 1 WKBK/SIMP 4E	100	35.99	35.99	3,599.00
9781622911417	INTEGRATED CHINESE 2 TEXT/SIMP 4E PB	130	71.99	71.99	9,358.70
9781622911431	INTEGRATED CHINESE 2 WKBK/SIMP 4E	130	37.99	37.99	4,938.70
9781622911561	INTEGRATED CHINESE 3 TEXT/S&T 4E PB	100	74.99	74.99	7,499.00
9781622911578	INTEGRATED CHINESE 3 WKBK/S&T 4E	100	39.99	39.99	3,999.00
9781622911516	INTEGRATED CHINESE 4 TEXT/S&T 4E PB	92	80.99	80.99	7,451.08
9781622911523	INTEGRATED CHINESE 4 WKBK/S&T 4E	92	41.99	41.99	3,863.08
9781622910564	ADVENTURES IN JAPANESE 1 TEXTBOOK 4E HC	178	85.99	85.99	15,306.22
9781622910571	ADVENTURES IN JAPANESE 1 WORKBOOK 4E	178	38.99	38.99	6,940.22
9781622910663	ADVENTURES IN JAPANESE 2 TEXTBOOK 4E HC	157	96.99	96.99	15,227.43
9781622910670	ADVENTURES IN JAPANESE 2 WORKBOOK 4E	157	40.99	40.99	6,435.43

Order Comments

Prices are valid for 30 days
Purchase Order required to convert Quote to Order
Email the PO and this quote to orders@cheng-tsui.com
Product availability is subject to change without notice
All the digital products are non-returnable and non-refundable.

Notes:

- PD Training: Online - Virtual
- Topics: How to use the materials
- Program: Japanese- Adventures in Japanese/ Chinese: Integrated Chinese

Quoted by Ruth

Cheng & Tsui's digital technology subscriptions are sold subject to changes in architecture, features, functionalities as new versions are released.



CHENG & TSUI

Since 1979 | Boston, MA USA

25 West Street
Boston MA 02111-1213
United States

Estimate

Page 2 of 2

Date

4/16/2024

Quote #

21841

ISBN	Description	Quantity	List Price	Rate	Amount
9781622910700	ADVENTURES IN JAPANESE 3 TEXTBOOK 4E HC	105		101.99	10,708.95
9781622910717	ADVENTURES IN JAPANESE 3 WORKBOOK 4E	105		42.99	4,513.95
9781622911950	DEKIRU! AN AP JAPANESE PREPARATION COURSE PB	85	80.99	80.99	6,884.15
Subtotal					113,523.91
PD-VIRTUAL	VIRTUAL PROFESSIONAL DEVELOPMENT - 4 hour	1	1,500.00	1,500.00	1,175.00
Sales Tax	Sales Tax	1		8.75%	9,933.34

	Subtotal	124,632.25
Shipping Cost (UPS Ground Commercial)		5,676.20
	Total	\$130,308.45



21841

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

APPROVE ALGEBRA 1 WITH COMPUTING COURSE AND ASSOCIATED PROFESSIONAL DEVELOPMENT FOR TEACHERS

Background

The Placentia-Yorba Linda School District would like to offer UC Davis' C-STEM Algebra 1 with Computing course at all comprehensive high school campuses starting with the 2024-25 school year. Students will have the opportunity to apply mathematical practices while engaging with basic programming skills in order to interact with concrete examples of abstract algebraic concepts. The curriculum has students engage in technology-based, critical thinking activities while working with collaborative groups.

The course and curriculum were approved at the February 29, 2024 meeting of the Curriculum Council. It was on display for 30 days from March 28 - May 1, 2024 and received no public comments.

Expenses will include training costs for teachers and annual curriculum license costs.

Financial Impact

Department Supplemental, NTE: \$18,500

Lottery funds, NTE: \$10,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Will Gray, Executive Director, Secondary Education

One Shields Avenue, 2132 Bainer Hall
 Davis, CA 95616
 Website: c-stem.ucdavis.edu
 Phone: 530-752-9082
 Fax: 530-752-4158
 E-mail: orders@c-stem.ucdavis.edu
 Prepared by: Halle Carter

DATE	2/22/2024
QUOTE #	2024022201
CUSTOMER ID	N/A
VALID UNTIL	5/22/2024

CUSTOMER

William Gray
 Placentia-Yorba Linda Unified School District
 1301 E. Orangethorpe Ave
 Placentia, CA 92870
 (714) 986-7000

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
C-STEM Course 1 PD for 5 teachers	5	\$600	\$ 3,000.00

TERMS AND CONDITIONS

TOTAL \$ 3,000.00

1. Customer will be billed after indicating acceptance of this quote.
2. Purchase order will be due prior to delivery of service and goods.
3. Please fax, mail or e-mail this price quote along with the completed purchase order to the address above.
4. Make checks payable to "The Regents of University of California"

If you have any questions about this price quote, please contact
 C-STEM Finance Staff, 530-752-9082, orders@c-stem.ucdavis.edu

Thank You For Your Business!

One Shields Avenue, 2132 Bainer Hall
 Davis, CA 95616
 Website: c-stem.ucdavis.edu
 Phone: 530-752-9082
 Fax: 530-752-4158
 E-mail: orders@c-stem.ucdavis.edu
 Prepared by: Gianna Passalacqua

DATE	4/29/2024
QUOTE #	2024042901
CUSTOMER ID	N/A
VALID UNTIL	5/30/2024

CUSTOMER

William Gray
 Placentia Yorba Linda Unified School District
 1301 E. Orangethrope Avenue
 Placentia, CA 92870
 714-986-7000

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Annual C-STEM Subscription for 4 schools	4	\$1,000	\$ 4,000.00

TERMS AND CONDITIONS	TOTAL	\$ 4,000.00
-----------------------------	--------------	--------------------

- Customer will be billed after indicating acceptance of this quote.
- Purchase order will be due prior to delivery of service and goods.
- Please fax, mail or e-mail this price quote along with the completed purchase order to the address above.
- Make checks payable to "The Regents of University of California"

If you have any questions about this price quote, please contact
 C-STEM Finance Staff, 530-752-9082, orders@c-stem.ucdavis.edu
Thank You For Your Business!

APPROVE PURCHASE OF LICENSES FOR IXL TO BE USED IN MIDDLE SCHOOL MATH LAB AND ALGEBRA 1A CLASSES

Background

IXL is a personalized learning website for students to learn and master skills in math. IXL helps students master essential skills at their own pace through fun and interactive questions, built-in support, and motivating awards. The website includes videos that have tutors walk through concepts as well as practice questions with explanations. IXL has a robust data dashboard feature that will allow teachers to have access to real-time diagnostic data, assign whole class or small group activities, and track student progress on their math skills.

The Placentia-Yorba Linda Unified School District has piloted IXL for middle school Math Lab support classes, and it has been a successful pilot. IXL is based on research on how students learn, and multiple districts around the nation are using it with documented success. The subscriptions will be made available to Math Lab students, students enrolled in Algebra 1A, and students in the before- and after-school math intervention programs during the 2024-25 school year. The cost provides 1,225 licenses for middle and high school students and a virtual training session for teachers that will be using the software.

Financial Impact

Learning Recovery Emergency Block Grant, NTE: \$15,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Will Gray, Executive Director, Secondary Education



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE

QUOTE # 1373242-2
 DATE: APRIL 1, 2024

TO:
 William Gray
 Placentia-Yorba Linda Unified School District
 1301 E ORANGETHORPE AVE
 PLACENTIA, CA 92870

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Jennifer Simms		August 1, 2024 – August 1, 2025	June 3, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 6-12: 1,225 students) Subject: Math <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$15,312.50	\$15,312.50
1	Volume discount	-\$1,224.50	-\$1,224.50
1	IXL Foundations I: Essential Tools for Daily Instruction (virtual professional learning session) <i>Unlimited instructor accounts included</i>	\$1,095.00	\$1,095.00
SUBTOTAL			\$15,183.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$15,183.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1373242-2. For international accounts, we can accept wire transfers for an additional fee.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**APPROVE COLLEGE AND CAREERS ACCESS PATHWAYS PARTNERSHIP AGREEMENT
WITH THE NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Background

The Placentia-Yorba Linda Unified School District and the North Orange County Community College District (“NOCCCD”) have an existing College and Careers Access Pathways Partnership (“CCAP”) agreement that is due for renewal. This CCAP agreement allows PYLUSD students to take Fullerton College courses as part of our CollegeLink program, with district staff providing enrollment support and necessary resources such as textbooks to students.

The new CCAP agreement affirms our commitment to providing this opportunity to our students through the 2028-29 school year.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Will Gray, Executive Director, Secondary Education

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2024-2029**

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as "Agreement" between North Orange County Community College District (NOCCCD) on behalf of Fullerton College hereinafter known as "COLLEGE" and Placentia-Yorba Linda Unified School District hereinafter known as "SCHOOL DISTRICT".

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the North Orange County Community College District; and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, the SCHOOL DISTRICT continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and desires to expand dual enrollment opportunities for students; and

WHEREAS, the COLLEGE is willing to offer college courses at the SCHOOL DISTRICT high school campuses which will benefit SCHOOL DISTRICT students by providing a convenient location and schedule; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4 and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this CCAP Agreement shall be for five years beginning on July 1, 2024, and ending on

June 30, 2029, and requires entering into a new agreement every five years by July 1, unless otherwise terminated in accordance with Section 22 of this Agreement.

- a. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the COLLEGE shall be allowed to complete any in-progress practicum assignment at the COLLEGE.
 - b. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.
 - c. This Agreement shall immediately terminate if any parties' licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the party by any accreditation or regulatory agency.
- 1.2. This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
 - 1.3. The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
 - 1.4. A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
 - 1.5. COLLEGE and SCHOOL DISTRICT shall present this CCAP agreement at a public meeting of their respective governing boards, allowing for public comments prior to consideration for approval of this CCAP agreement.

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1. CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of NOCCCD and applicable law. Sec. 2 (a)
- 2.2. Consistent with AB 288, this CCAP Agreement is entered “for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving

high school graduation rates, or helping high school pupils achieve college and career readiness". Sec. 2 (a)

- 2.3. High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011. Students will not be required to pay the health fee; however, SCHOOL DISTRICT will be expected to provide appropriate health support to students.
- 2.4. Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1. Student Eligibility - Students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness". Sec. 2 (a)
- 3.2. Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria will be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall comply with applicable law and NOCCCD standards and policies.
- 3.3. College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall comply with the admissions and registration guidelines set forth in applicable law and NOCCCD policy.
- 3.4. Student Records - It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5. Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is at least equivalent to the priority assigned to a pupil attending a middle college high school as described in Section 11300 and consistent with middle college high school provisions in Education Code Section 76001. Sec. 2 (g)
- 3.6. As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7. Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per

term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3):

- a. The units constitute no more than four community college courses per term.
 - b. The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.
 - c. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- 3.8. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1. The COLLEGE will be responsible for processing student applications.
- 4.2. The COLLEGE will provide the necessary admission and registration forms and procedures, and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3. The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1. A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (t)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2. The cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement.
- 5.3. Both COLLEGE and SCHOOL DISTRICT will ensure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)
- 5.4. Both COLLEGE and SCHOOL DISTRICT will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- 5.5. All SCHOOL DISTRICT students must be fully matriculated to the college prior to taking COLLEGE courses including application, assessment, and orientation.
- 5.6. Dual enrollment students will have access to COLLEGE services such as the library, tutoring, student I.D. cards (small fee), etc.

- 5.7. Student identification, recruitment, and selection into the dual enrollment program will be the responsibility of both the COLLEGE and SCHOOL DISTRICT

6. CCAP AGREEMENT COURSES

- 6.1. A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2. The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3. The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE in consultation with the SCHOOL DISTRICT and with the approval of the COLLEGE Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(l)
- 6.4. Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly selected and approved.
- 6.5. COLLEGE courses offered at SCHOOL DISTRICT sites will adhere to COLLEGE scheduling practices and the annual academic calendar.
- 6.6. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall comply with NOCCCD academic standards.
- 6.7. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations course descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.9. A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.10. Site visits and instructor evaluations by one or more representatives of the COLLEGE and shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in

compliance with NOCCCD academic standards.

- 6.11. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with NOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.12. COLLEGE has the sole right to control and direct the instructional activities for all dual enrollment instructors, including those who are SCHOOL DISTRICT employees.
- 6.13. This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11 , as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student' s junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 6.14. Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

7. INSTRUCTOR(S)

- 7.1. All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2. NOCCCD will be the employer for all instructors teaching courses as part of this CCAP agreement.
- 7.3. This CCAP Agreement specifies the COLLEGE will assume reporting responsibilities pursuant to applicable federal teacher quality mandates of dual enrollment faculty. Sec. 2 (m)(2)
- 7.4. The COLLEGE shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty being COLLEGE employees.
- 7.5. Faculty teaching COLLEGE courses offered as part of this CCAP Agreement shall, in collaboration between the COLLEGE and SCHOOL DISTRICT, provide the supervision and control reasonably necessary for the protection of the health and safety of students and Faculty may not have any other assigned duty during the instructional activity.
- 7.6. Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or

provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.

- 7.7. Dual Enrollment COLLEGE faculty shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.8. Dual Enrollment COLLEGE faculty will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.9. Faculty performance shall be evaluated by the COLLEGE for the college courses using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of NOCCCD.
- 7.10. The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel hired to be COLLEGE dual enrollment instructors remain employees of the SCHOOL DISTRICT and become an employee of NOCCCD only for the dual enrollment courses that they teach. They are subject to the authority of the SCHOOL DISTRICT but will also be subject to the authority of NOCCCD specifically regarding their duties as a dual enrollment instructor.

8. MATERIALS and TEXTBOOKS

- 8.1. The SCHOOL DISTRICT in collaboration with the COLLEGE will furnish all course materials, specialized equipment, books, and other necessary equipment for all CCAP SCHOOL DISTRICT students as part of this agreement. The instructor shall determine the type, make, and model of all instructional materials to be used during each course offered as part of this CCAP Agreement. The parties understand that such equipment and materials are the purchaser's sole property. Furthermore, the SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 8.2. The COLLEGE shall determine type, make, and model of all equipment, books, and materials to be used during each course offered as part of this CCAP Agreement. Textbooks, equipment, and materials purchased by the SCHOOL DISTRICT shall be adopted for a term no less than three years.
- 8.3. The COLLEGE and the SCHOOL DISTRICT agree to store textbooks and physical course materials purchased by either party at SCHOOL DISTRICT school sites and facilities and utilize SCHOOL DISTRICT library and logistic systems to catalog and distribute textbooks and materials.
- 8.4. Textbooks purchased by the COLLEGE will be transferred to the SCHOOL DISTRICT for cataloging and distribution to school sites with the understanding that unless otherwise indicated during transfer, they are still the purchaser's sole property.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1. The COLLEGE shall appoint an educational administrator, to be specified in the Appendix of this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)
- 10.2. The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix of this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.3. The COLLEGE shall designate a dual enrollment coordinator, to be specified in the Appendix of this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)
- 10.4. The SCHOOL DISTRICT shall designate a dual enrollment coordinator, to be specified in the Appendix of this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2(c)(2)
- 10.5. The SCHOOL DISTRICT shall designate a dual enrollment coordinator access to student information system and allow for data sharing agreement. The dual enrollment coordinator will follow protocol and data sharing agreement guidelines provided by the SCHOOL DISTRICT.
- 10.6. The COLLEGE and SCHOOL DISTRICT dual enrollment coordinators will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards, including the necessary qualifications and

student documentation prior to students taking courses.

- 10.7. This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1) (A-D)
 - a. The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
 - d. The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

11. APPORTIONMENT

- 11.1. COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2. COLLEGE and SCHOOL DISTRICT both cannot receive funding for the same instructional activity for dual enrollment courses. For purposes of this CCAP Agreement, all apportionment is to be claimed by the COLLEGE.
- 11.3. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 11.4. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Sections 48802, 52621 and 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Education Code § EDC 76001.

12. CERTIFICATIONS

- 12.1. The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2. NOCCCD certifies that it has not received full compensation for the direct education costs for the

conduct of the courses offered as part of this CCAP Agreement from other sources.

- 12.3. The SCHOOL DISTRICT agrees and acknowledges that NOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 12.4. This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 12.5. This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 12.6. This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 12.7. The COLLEGE certifies that:
 - a. A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
 - b. A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
 - c. The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 12.8. This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

13. PROGRAM IMPROVEMENT

- 13.1. A joint COLLEGE and SCHOOL DISTRICT Dual Enrollment Committee will meet regularly to review the program and develop suggestions for improvement.
- 13.2. The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating

SCHOOL DISTRICT pupils, instructors, principals, and school counselors for the purpose of informing practice, adjusting, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

- 14.1. Permanent records of student enrollment, grades, and achievement for SCHOOL DISTRICT students enrolled as COLLEGE students shall be maintained by COLLEGE.
- 14.2. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
- 14.3. COLLEGE shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.
- 14.4. Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must drop course(s) by published drop deadlines to avoid a "W" on their COLLEGE transcript.

15. CCAP AGREEMENT DATA MATCH AND REPORTING

- 15.1. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 15.2. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

16. PRIVACY OF STUDENT RECORD

- 16.1. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- 16.2. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- 16.3. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 16.4. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

17. FINANCIALS

- 17.1. Any financial arrangements implied herein may be adjusted annually by a duly adopted written Amendment to this CCAP Agreement.

18. FACILITIES

- 18.1. The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to NOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 18.2. The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

19. INDEMNIFICATION

- 19.1. **Liability.** The Parties agree to allocate potential liability between themselves with the intent that the SCHOOL DISTRICT shall be responsible for the acts and omissions of its own employees, and NOCCCD shall be responsible for the acts and omissions of its own employees, as specifically set forth below in Section 19.2, Mutual Indemnification.
- 19.2. Mutual Indemnification
 - a. **NOCCCD Indemnity.** NOCCCD agrees to defend, indemnify and hold the SCHOOL DISTRICT its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of NOCCCD, its officers, agents or employees.

- b. **SCHOOL DISTRICT Indemnity.** the SCHOOL DISTRICT agrees to defend, indemnify and hold the NOCCCD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCHOOL DISTRICT its officers, agents or employees or students(s) or other third parties that may come on the SCHOOL DISTRICT campuses.

20. INSURANCE

- 20.1. Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
- 20.2. **General Liability.** General Liability Insurance (including broad form property damage and contractual liability) with limits of liability not less than two million dollars (\$2,000,000) each occurrence, and five million dollars (\$5,000,000) annual aggregate. Insurance afforded by the SCHOOL DISTRICT commercial, or self-insurance general liability policy shall be endorsed to provide coverage to NOCCCD as an additional insured.
- 20.3. **Automobile Liability Insurance** with a limit liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired,” and “non- owned” vehicles, or coverage for “any auto.”
- 20.4. **Workers Compensation.** Workers’ Compensation coverage limits shall be as required under California State law.
- 20.5. **Additional Insurance.** Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the SCHOOL DISTRICT and NOCCCD against other insurable risks relating to performance of this Agreement. The SCHOOL DISTRICT and NOCCCD may, in their own respective discretion obtain such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.
 - a. **Abuse-Molestation Insurance.** A policy of abuse-molestation insurance (“Abuse Policy”) that:
 - i. Is written on an “claims-made” basis;
 - ii. Has coverage limits of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate;
 - iii. Provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse;

- iv. Covers acts and omissions by, among others, the NOCCCD staff;
- v. Provides coverage for the District prior to any determination that an accused abuser is guilty.

20.6. **Insurance and Limits of Liability.** It should be expressly understood, however, that the insurance coverages and limits required under this Section shall not in any way limit the liability of either Party.

20.7. **Additional Insureds.** Each of the General Liability Policy, the Vehicle Liability Policy, and the Abuse Policy shall name (or be endorsed to name) as additional insureds in connection with this Agreement and the Consultants Services:

- a. NOCCCD, its Board and each individual member thereof, and the other officers, employees, and agents (collectively, but not including the NOCCCD, the “NOCCCD Agents”). The additional insured endorsements must be ISO form CG 2010 11/85 or alternative approved in advance by the NOCCCD; in its reasonable discretion. For purposes of this Section, and without otherwise limiting the NOCCCD’s discretion to determine an alternative to form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable alternative to ISO form CG 2010 11/85.

21. NON-DISCRIMINATION

21.1. Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate based on race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

22. TERMINATION

22.1. This Agreement may be terminated upon written notice by either Party as provided below. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Notification of termination must be submitted a minimum of six (6) months prior to the beginning of the semester for which it will be in effect. The effective date of termination shall be the end of the then current academic year to avoid unreasonable disruption to both Parties and its students.

23. MODIFICATION AND AMENDMENT

23.1. This Agreement may be amended only with the mutual consent of the Parties. All amendments must be in writing and must be approved by the Parties' respective governing Boards.

24. GOVERNING LAWS

24.1. This agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1. For locations outside the geographical boundaries of NOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 55300 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

26. SEVERABILITY

26.1. This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1. This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

28. NOTICES

28.1. Any and all notices required to be given hereunder shall be deemed given when personally delivered, electronically transmitted, or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
Fullerton College
321 E. Chapman Avenue
Fullerton, CA 92832
Attn: Dr. Jose Ramon Nunez, Vice President, Instruction

NOCCCD
North Orange County Community College District
1830 W. Romneya Dr., Anaheim, CA 92801
Attn: Dr. Cherry Li-Bugg, Vice Chancellor, Educational Services and Technology

SCHOOL DISTRICT
Placentia-Yorba Linda Unified School District
1301 East Orangethorpe Ave.
Placentia, CA 92870
Attn: Dr. William Gray, Executive Director, Secondary Education

29. INTEGRATION

29.1. This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral, or written, of the Parties about the subject matter hereof are incorporated into this Agreement.

30. FORCE MAJEURE

30.1. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes, or other natural disasters.

Executed on May 15, 2024

By: Gary Stine, Assistant Superintendent of Administrative Services
SCHOOL DISTRICT: PYLUSD

By: Dr. Jose Ramon Nunez
COLLEGE: FULLERTON

By: Dr. Cherry Li-Bugg
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD MEETING DATES

NOCCCD Board Meeting Date: May 14, 2024

SCHOOL DISTRICT Board Meeting Date: May 7, 2024

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to the California Community College Chancellor's Office to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. NOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contacts:

LOCATION	NAME	TELEPHONE	EMAIL
NOCCCD	W. Cherry Li-Bugg, PhD	714-808-4787	clibugg@nocccd.edu
Fullerton College	<u>ADMINISTRATOR:</u> Dr. Jose Ramon Nunez	714-992-7030	jnunez@fullcoll.edu
	<u>COORDINATOR:</u> Ericka Adakai	714-992-7071	eadakai@fullcoll.edu
School District	Dr. William Gray	714-985-8766	wgray@pylusd.org

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- 2.1. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. FACILITIES USE

- 3.1. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 18, Facilities, of this CCAP Agreement.
- 3.2. COLLEGE, as part of Section 18.2 of this CCAP Agreement, shall extend access and use of COLLEGE facilities as necessary to carry terms of agreement.

4. PARENTAL CONSENT

- 4.1. When parental or guardian consent is required to admit a student to a community college dual enrollment course, the consent obtained shall apply to all community college dual enrollment courses attempted by the student until parental or guardian support is withdrawn in writing. Ed Code § 56700

5. CCAP AGREEMENT PROGRAM YEARS

COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

5.1. COLLEGE: Fullerton College

- a. **PROGRAM YEARS:** 2024 - 2029
- b. **EDUCATIONAL PROGRAMS:** Anthropology, Art History, Biology, Business Management, Child Development and Educational Studies, Communications, Counseling, Digital Art, Ethnic Studies, Music, Nutrition, Philosophy, Physics, and Sociology
- c. **SCHOOL DISTRICT:** Placentia-Yorba Linda Unified School District
- d. **HIGH SCHOOLS:** El Dorado, Esperanza, Valencia, and Yorba Linda
- e. **TOTAL PROJECTED NUMBER OF STUDENTS TO BE SERVED ANNUALLY:** 855
- f. **TOTAL PROJECTED ANNUAL FTES:** 79

COURSE NUMBER	COURSE NAME	TERM(S)	INSTRUCTOR	EMPLOYER	LOCATION <i>(College, School District, Both)</i>
ANTH 101 F	Physical Anthropology	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
ANTH 101LF	Physical Anthropology Lab	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
ANTH 102 F	Cultural Anthropology	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
ARTH 100 F	Introduction to Visual Culture	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
BIOL 190 F	Introduction to Biotechnology	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
BIOL 190LF	Introduction to Biotechnology Lab	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
BUS 100 F	Introduction to Business	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
CDES 115 F	Introduction to Early Childhood Education Curriculum	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
CDES 120 F	Child Development	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
COMM 100 F	Public Speaking	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
COUN 100 F	Orientation for College Success	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
COUN 101 F	The College Experience	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
COUN 140 F	Educational Planning	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
COUN 141 F	Career Exploration	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
COUN 144 F	Career Motivation and Self Confidence	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
COUN 151 F	Career and College Success	Summer, Fall, & Spring	Staff	COLLEGE	BOTH

COUN 160 F	Academic Success	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
DART 104 F	Introduction to Maya 3D	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
ETHS 150 F	Introduction to Chicana/o Studies	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
MUS 113 F	Jazz History - An Appreciation	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
MUS 116 F	Music Appreciation	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
MUS 119 F	History of Rock Music	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
NUTR 210 F	Human Nutrition	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
PHIL 100 F	Introduction to Philosophy	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
PHYS 205 F	Physics for the Life Sciences I	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
PHYS 210 F	Physics with Calculus for the Life Sciences I	Summer, Fall, & Spring	Staff	COLLEGE	BOTH
SOC 101 F	Introduction to Sociology	Summer, Fall, & Spring	Staff	COLLEGE	BOTH

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered. Sec. 2 (c)(1)

Courses offered as part of this CCAP Agreement shall be for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

6. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district. Information provided is tentative and a cost estimate; final verifications are facilitated mutually by dual enrollment coordinators each semester in accordance with Section 8 of CCAP Agreement.

6.1. FULLERTON COLLEGE:

COURSE NUMBER	COURSE NAME	TEXTBOOK	COST ESTIMATE	OTHER INSTRUCTIONAL ITEMS	COST ESTIMATE
ANTH 101 F	Physical Anthropology	TBD	TBD	TBD	TBD
ANTH 101LF	Physical Anthropology Lab	TBD	TBD	TBD	TBD
ANTH 102 F	Cultural Anthropology	TBD	TBD	TBD	TBD
ARTH 100 F	Introduction to Visual Culture	TBD	TBD	TBD	TBD
BIOL 190 F	Introduction to Biotechnology	TBD	TBD	TBD	TBD
BIOL 190LF	Introduction to Biotechnology Lab	TBD	TBD	TBD	TBD
BUS 100 F	Introduction to Business	TBD	TBD	TBD	TBD
CDES 115 F	Introduction to Early Childhood Education Curriculum	TBD	TBD	TBD	TBD
CDES 120 F	Child Development	TBD	TBD	TBD	TBD
COMM 100 F	Public Speaking	TBD	TBD	TBD	TBD
COUN 100 F	Orientation for College Success	TBD	TBD	TBD	TBD
COUN 101 F	The College Experience	TBD	TBD	TBD	TBD
COUN 140 F	Educational Planning	TBD	TBD	TBD	TBD

COUN 141 F	Career Exploration	TBD	TBD	TBD	TBD
COUN 144 F	Career Motivation and Self Confidence	TBD	TBD	TBD	TBD
COUN 151 F	Career and College Success	TBD	TBD	TBD	TBD
COUN 160 F	Academic Success	TBD	TBD	TBD	TBD
DART 104 F	Introduction to Maya 3D	TBD	TBD	TBD	TBD
ETHS 150 F	Introduction to Chicana/o Studies	TBD	TBD	TBD	TBD
MUS 113 F	Jazz History - An Appreciation	TBD	TBD	TBD	TBD
MUS 116 F	Music Appreciation	TBD	TBD	TBD	TBD
MUS 119 F	History of Rock Music	TBD	TBD	TBD	TBD
NUTR 210 F	Human Nutrition	TBD	TBD	TBD	TBD
PHIL 100 F	Introduction to Philosophy	TBD	TBD	TBD	TBD
PHYS 205 F	Physics for the Life Sciences I	TBD	TBD	TBD	TBD
PHYS 210 F	Physics with Calculus for the Life Sciences I	TBD	TBD	TBD	TBD
SOC 101 F	Introduction to Sociology	TBD	TBD	TBD	TBD

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

APPROVE AGREEMENT FOR ENGLISH LANGUAGE ARTS AND ENGLISH LANGUAGE DEVELOPMENT TRAINING FOR MIDDLE SCHOOL ELA/ELD CURRICULUM STEERING COMMITTEE

Background

In accordance with Board Policy 6161, a group of middle school English language arts and English language development teachers will be engaging in a steering committee process to consider various California Department of Education-approved curricular options for adoption. The District will be partnering with the Orange County Department of Education to conduct a framework-familiarity training for the teachers on this committee to ensure that an informed decision is made.

The steering committee will begin meeting on June 3, 2024 with a target date of curriculum selection of December 2024.

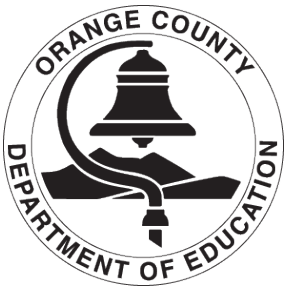
Financial Impact

Educator Effectiveness Block Grant, NTE: \$2,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Will Gray, Executive Director, Secondary Education



**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICE PROPOSAL**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
www.ocde.us

TO:
TITLE:
DISTRICT:
ADDRESS:
EMAIL: PHONE NUMBER:
FROM:
TITLE:
EMAIL: PHONE NUMBER:

DATE OF PROPOSAL:

PURPOSE:

AUDIENCE:

ESTIMATED NUMBER OF PARTICIPANTS:

LCAP PRIORITIES ADDRESSED:

AL MIJARES, Ph.D.
County Superintendent
of Schools

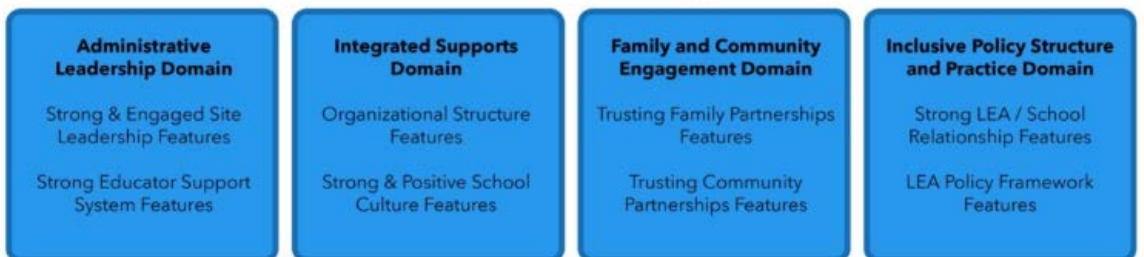
Conditions of Learning	Pupil Outcomes	Engagement
<input type="checkbox"/> Basic Services <input type="checkbox"/> Implementation of State Content Standards <input type="checkbox"/> Course Access	<input type="checkbox"/> Pupil Achievement <input type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input type="checkbox"/> Pupil Engagement <input type="checkbox"/> School Climate

CA MTSS FRAMEWORK ADDRESSED:

Whole Child Domain



Essential Domains and Features to Support the Whole Child



**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN WILLIAMS, D.O.



**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICE PROPOSAL**

NUMBER OF DAYS:

PROPOSED TRAINING DATES:

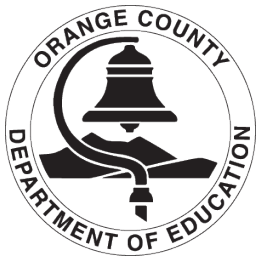
LOCATION:

GOAL(S):

EXPECTED MEASUREABLE OUTCOME(S):

JUSTIFICATION / RESEARCH CITATION:

DETAILS:



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

OCDE SERVICE COST STRUCTURE:

FEES	AMOUNT	QUANTITY	TOTAL
\$1500 - Full-day (Over 5+ Hrs.)			
\$750 - Half-day (3-4 hours)			
\$250 - Hourly (1-2 hours)			
Additional consultant			
Administrative fees: (Planning/Prep Time)			
SUBTOTAL			
ADDITIONAL COST CONSIDERATIONS: <ul style="list-style-type: none"> 30 OR FEWER PARTICIPANTS = 1 CONSULTANT MORE THAN 30 PARTICIPANTS = ADDITIONAL CHARGES MAY BE INCURRED PREPARATION TIME MAY BE ADDED AT THE SAME RATES MILEAGE MAY BE ADDED FOR STAFF TRAVEL TO/FROM THE LOCATION COST OF MEALS OR REFRESHMENTS MAY BE ADDED, IF REQUESTED 			

WORKSHOP NEEDS	PROVIDER	COST
EQUIPMENT: <ul style="list-style-type: none"> Projector Document camera (ELMO) Audio speakers Microphone Laptops, tablets, etc. 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
REFRESHMENTS: <ul style="list-style-type: none"> Breakfast Lunch 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	
ESTIMATED TOTAL:		
MISCELLANEOUS: <ul style="list-style-type: none"> Table boxes (writing utensils, markers, etc.) Wireless access Mileage fees Materials fees Venue fees 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A

ESTIMATED TOTAL COST (SERVICE + MATERIALS):

For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

PROPOSAL ACCEPTED

Authorized Signature

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**RATIFY INDEPENDENT CONTRACTOR AGREEMENT FOR JOEL WENHARDT
RESIDENCY FOR ESPERANZA HIGH SCHOOL**

Background

Esperanza High School hosted a residency program, which included a jazz quintet and vocalist from New York, for our students from March 25-29, 2024..

There were a variety of activities that students were able to partake in throughout the week-long residency. Events included questions and answers regarding music careers and the arts as a business, section masterclasses, evening concerts, jazz improvisation masterclasses, jam sessions, historical concerts (a performance history of jazz beginning in 1900 to 1970), and vocal sessions with our guest singer.

Financial Impact

Site Prop 28 funds, NTE: \$8,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Will Gray, Executive Director, Secondary Education

Jeff Giles, Principal, Esperanza High School

Joel Wenhardt Quintet featuring Georgia Heers (March 25-29)

Lessons (10 hours total: students will sign up on a google sheet and are included in the residency)

Monday 3/25: 5:30-6:30p.m. meet and greet with the band and discussion about music as a business or career (all students and parents)

Tuesday 3/26: CONCERT BAND FESTIVAL

Wednesday 3/27: JW Quintet in for all classes, sitting in with the bands (10a.m.-1p.m.).
Georgia Heers vocal workshop with Choir.
Aztec Experience in late afternoon/evening.
7:30p.m.-8:45p.m. Joel Wenhardt Quintet concert in EHS theater (FREE FOR ALL EHS MUSICIANS AND THEIR PARENTS)

Thursday 3/28: JW Quintet in for all classes, improvisation masterclasses (9:30a.m.-12:45p.m.).
Jam session in EHS band room 3:30p.m.-4:45p.m.

Friday 3/29: JW Quintet in for all classes, educational concerts (9:30a.m.-12:45p.m.)

Joel Wenhardt, piano, leader www.joelwenhardt.com [Joel Wenhardt](#) 3:45
Georgia Heers, voice ["What Is This Thing Called Love" w/ Emmet Cohen, Georgia Heers & Anthony Hervey](#)
Noah Halpern, trumpet [Noah Halpern Quintet - Behind The Mirror](#)
Sergio Tabanico, sax [James Haddad Quintet Live at The Django NYC](#)
Dexter Williams, bass [Dexter Williams, Andrew Stephens and Javier Santiago - Live @ Mr. Tipples' Recording Studio \(SF, CA\)](#)
Eliza Salem, drums [Noah Halpern Quartet "The Sweet Before Time" at Ornithology Jazz Club](#)

Joel Wenhardt

172 Suydam St., Apt 4L
Brooklyn, NY 11221
(714) 697-4856
joel.wenhardt@gmail.com

Invoice

Date of Invoice:		03/21/24	Bill To:	
Joel Wenhardt 172 Suydam St. Apt. 4L Brooklyn, NY, 11221			Esperanza High School 1830 N. Kellogg Drive Anaheim, CA, 92807	

Date of Service	Service.	Fee	Total
3/25-3/29/24	Joel Wenhardt Quintet Residency with EHS Band Program	8,000.00	8,000.00
Total			8,000.00

Balance Due:	8,000.00
--------------	----------

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

-
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
 4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
 5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
 6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
 8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
 9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
 10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
 11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
 12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

APPROVE THE AGREEMENT BETWEEN PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AND ELEMENTARY SPANISH OCDE PROJECT GLAD® FOR GLENVIEW ELEMENTARY SCHOOL FOR THE 2024-25 SCHOOL YEAR

Background

Professional development in English acquisition is vital for maintaining high educational standards and ensuring that educators are well-equipped to effectively meet the needs of English learners. It supports not just the professional growth of educators but also significantly impacts the success and quality of English language education programs.

Beginning in the fall of 2024, in connection with our professional development plan, a total of sixteen DLA teachers from Glenview will participate in this training. This training will include a twelve-hour (two, six-hour days) seminar where participants have the opportunity to learn about the research that supports the OCDE Project GLAD® Training Model and its development, planning, and support. An introduction to OCDE Project GLAD® and exposure to effective teaching strategies are examined in depth. Training includes the Project GLAD® Learning Guide and Guía Suplementaria. In addition, a four-day classroom demonstration with two certified Project GLAD® trainers who will both demonstrate a Project GLAD® unit of study using the model strategies with students in classrooms of the district's choosing, combined with one trainer operating as a coach to the educator participants observing and engaging in the learning. Participants will learn to create resources for delivery (charts, chants, digital tools, etc.) and engage in practicing and delivering the strategies, with coaching and feedback cycles infused. At the conclusion of this six-day series, educators will have grown in their confidence to replicate their practices with greater intentionality in their own setting.

Financial Impact

Title III funds, NTE: \$66,400

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Jose Cabrera, Assistant Director, Federal Programs

SERVICE PROPOSAL
Placentia Yorba Linda USD
OCDE Project GLAD® Series - Elementary Spanish

Purpose of this Document

The purpose of this document is to clearly outline the proposed services and provide a cost estimate. This document is not a contract but will be used to develop a contract between the Orange County Department of Education (OCDE) Project GLAD® National Training Center (NTC) and your school, district or agency. In order to expedite the development of a formal contract, please review this proposal and communicate to the Project GLAD® NTC of your approval, desired changes or questions.

Project GLAD® Contact:

Betsy Young, Executive Assistant
(714) 966-4124 | byoung@ocde.us

Service Recipient:

Placentia Yorba Linda Unified School District
1301 E Orangethorpe Ave. Placentia, CA 92870
Jose Cabrera, Assistant Director, Federal Programs
714-985-8708 | jcabrera@pylusd.org

Service Provider:

OCDE Project GLAD® NTC
200 Kalmus Dr., Costa Mesa, CA 92626
Jennifer Salas, Coordinator
(714) 966-4159 | jensalas@ocde.us

Professional Learning Days: May 1, 2024-June 30, 2025

Number of Participants: 16

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$66,400.00

OCDE Project GLAD® Professional Learning Series- Elementary Spanish

Research & Theory Workshop

A 12-hour (two, 6-hour days) workshop where participants have the opportunity to learn about the research that supports the OCDE Project GLAD® Training Model and its development, planning, and support. An introduction to OCDE Project GLAD® and exposure to effective teaching strategies are examined in depth. Training includes the Project GLAD® Learning Guide and Guia Suplementaria.

Training Dates: TBD

Number of Participants: 16

*Minimum 12/Maximum 50

Cost per participant: \$875.00 **\$14,000.00**

Shipping & Handling (only actuals invoiced): **\$1,000.00**

Travel Expenses* (only actuals invoiced) **\$9,000.00**

*includes: transportation, lodging, parking, meals & mileage

Total: \$24,000.00

4 Day- Classroom Demonstration

Includes: A four-day classroom demonstration with two certified Project GLAD® Trainers who will both demonstrate a Project GLAD® unit of study using the model strategies with students in a classroom of the districts choosing, combined with one trainer operating as a coach to the educator participants observing and engaging in the learning. Participants will learn to create resources for delivery (charts, chants, digital tools, etc.) and engage in practicing and delivering the strategies, with coaching and feedback cycles infused. At the conclusion of this experience, educators will have grown in their confidence to replicate their practices with greater intentionality in their own setting.

Training Dates: TBD

Number of Participants: 16

*Minimum 12/Maximum 25

Cost per participant: \$1650.00 **\$26,400.00**

Shipping & Handling (only actuals invoiced): **\$1,000.00**

Travel Expenses* (only actuals invoiced): **\$15,000.00**

*includes: transportation, lodging, parking, meals & mileage

Total: \$42,400.00

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$66,400.00

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

APPROVE THE AGREEMENT BETWEEN PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AND ELEMENTARY OCDE PROJECT GLAD® FOR THE 2024-25 SCHOOL YEAR

Background

Professional development in English acquisition is vital for maintaining high educational standards and ensuring that educators are well-equipped to effectively meet the needs of English learners. It supports not just the professional growth of educators but also significantly impacts the success and quality of English language education programs.

Beginning in the fall of 2024, in connection with our professional development plan, a total of sixty elementary teachers from our Title I elementary schools will form the first cohort. This training will include a twelve-hour (two, six-hour days) seminar where participants have the opportunity to learn about the research that supports the OCDE Project GLAD® Training Model and its development, planning, and support. An introduction to OCDE Project GLAD® and exposure to effective teaching strategies are examined in depth. Training includes the Project GLAD® Learning Guide. In addition, A four-day classroom demonstration with two certified Project GLAD® trainers who will both demonstrate a Project GLAD® unit of study using the model strategies with students in classrooms of the districts choosing, combined with one trainer operating as a coach to the educator participants observing and engaging in the learning. Participants will learn to create resources for delivery (charts, chants, digital tools, etc.) and engage in practicing and delivering the strategies, with coaching and feedback cycles infused. At the conclusion of this six-day series, educators will have grown in their confidence to replicate their practices with greater intentionality in their own setting.

Financial Impact

Supplemental, NTE: \$125,000

Title III, NTE: \$130,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Jose Cabrera, Assistant Director, Federal Programs

SERVICE PROPOSAL

Placentia Yorba Linda USD

OCDE Project GLAD® Series - Elementary English

Purpose of this Document

The purpose of this document is to clearly outline the proposed services and provide a cost estimate. This document is not a contract but will be used to develop a contract between the Orange County Department of Education (OCDE) Project GLAD® National Training Center (NTC) and your school, district or agency. In order to expedite the development of a formal contract, please review this proposal and communicate to the Project GLAD® NTC of your approval, desired changes or questions.

Project GLAD® Contact:

Betsy Young, Executive Assistant
(714) 966-4124 | byoung@ocde.us

Service Recipient:

Placentia Yorba Linda Unified School District
1301 E Orangethorpe Ave. Placentia, CA 92870
Jose Cabrera, Assistant Director, Federal Programs
714-985-8708 | jcabrera@pylusd.org

Service Provider:

OCDE Project GLAD® NTC
200 Kalmus Dr., Costa Mesa, CA 92626
Jennifer Salas, Coordinator
(714) 966-4159 | jensalas@ocde.us

Professional Learning Days: May 1, 2024-June 30, 2025

Number of Participants: 60

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$254,000.00

OCDE Project GLAD® Professional Learning Series-Elementary English

Research & Theory Workshop

A 12-hour (two, 6-hour days) workshop where participants have the opportunity to learn about the research that supports the OCDE Project GLAD® Training Model and its development, planning, and support. An introduction to OCDE Project GLAD® and exposure to effective teaching strategies are examined in depth. Training includes the Project GLAD® Learning Guide.

Cohort 1

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 50

Cost per participant: \$850.00 **\$12,750.00**

Shipping & Handling (only actuals invoiced): **\$1,000.00**

Travel Expenses* (only actuals invoiced) **\$9,000.00**

*includes: transportation, lodging, parking, meals & mileage

Cohort 2

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 50

Cost per participant: \$850.00 **\$12,750.00**

Shipping & Handling (only actuals invoiced): **\$1,000.00**

Travel Expenses* (only actuals invoiced) **\$9,000.00**

*includes: transportation, lodging, parking, meals & mileage

Cohort 3

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 50

Cost per participant: \$850.00 **\$12,750.00**

Shipping & Handling (only actuals invoiced): **\$1,000.00**

Travel Expenses* (only actuals invoiced) **\$9,000.00**

*includes: transportation, lodging, parking, meals & mileage

Cohort 4

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 50

Cost per participant: \$850.00 **\$12,750.00**

Shipping & Handling (only actuals invoiced): **\$1,000.00**

Travel Expenses* (only actuals invoiced) **\$9,000.00**

*includes: transportation, lodging, parking, meals & mileage

Total: **\$91,000.00**

☒ 4 Day-Customized Classroom Demonstration

Includes: A four-day classroom demonstration with two certified Project GLAD® Trainers who will both demonstrate a Project GLAD® unit of study using the model strategies with students in classrooms of the districts choosing, combined with one trainer operating as a coach to the educator participants observing and engaging in the learning. Participants will learn to create resources for delivery (charts, chants, digital tools, etc.) and engage in practicing and delivering the strategies, with coaching and feedback cycles infused. At the conclusion of this experience, educators will have grown in their confidence to replicate their practices with greater intentionality in their own setting.

Cohort 1

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 25

Cost per participant: \$1650.00

\$24,750.00

Shipping & Handling (only actuals invoiced):

\$1,000.00

Travel Expenses* (only actuals invoiced):

\$15,000.00

*includes: transportation, lodging, parking, meals & mileage

Cohort 2

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 25

Cost per participant: \$1650.00

\$24,750.00

Shipping & Handling (only actuals invoiced):

\$1,000.00

Travel Expenses* (only actuals invoiced):

\$15,000.00

*includes: transportation, lodging, parking, meals & mileage

Cohort 3

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 25

Cost per participant: \$1650.00

\$24,750.00

Shipping & Handling (only actuals invoiced):

\$1,000.00

Travel Expenses* (only actuals invoiced):

\$15,000.00

*includes: transportation, lodging, parking, meals & mileage

Cohort 4

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 25

Cost per participant: \$1650.00

\$24,750.00

Shipping & Handling (only actuals invoiced):

\$1,000.00

Travel Expenses* (only actuals invoiced):

\$15,000.00

*includes: transportation, lodging, parking, meals & mileage

Total: **\$163,000.00**

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$254,000.00

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

APPROVE THE AGREEMENT BETWEEN PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AND OCDE PROJECT GLAD® LEADERSHIP ENSEMBLE FOR THE 2023-24 SCHOOL YEAR

Background

We will be offering our elementary and secondary core content teachers professional development in Guided Language Acquisition and Design (GLAD). The GLAD® model attends to the complex needs of emergent bilingual students, some of whom may enter secondary settings as long-term English learners (LTELs) and newcomers. Practitioners must attend to all students' needs while adhering to unique scheduling factors. Interweaving the salient language acquisition strategies identified within the OCDE Project GLAD® model and targeting the rigorous, accelerated demands of content comprehension, this model is designed to accelerate language proficiency while attending to the whole child.

The leadership ensemble will consist of a twelve-hour (two, six-hour days) seminar designed to support PYLUSD with the development, implementation, and sustainability of the OCDE Project GLAD® NTC instructional model. The leadership team of nineteen participants will consist of instructional coaches, Title I administrators, and district staff. The proposed professional learning days will be May 8, 2024-June 30, 2024. Training includes the Project GLAD® Learning Guides.

Financial Impact

Educator Effectiveness, NTE: \$26,150

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Jose Cabrera, Assistant Director, Federal Programs

SERVICE PROPOSAL
Placentia Yorba Linda USD
OCDE Project GLAD® Series- Leadership Ensemble



Purpose of this Document

The purpose of this document is to clearly outline the proposed services and provide a cost estimate. This document is not a contract but will be used to develop a contract between the Orange County Department of Education (OCDE) Project GLAD® National Training Center (NTC) and your school, district or agency. In order to expedite the development of a formal contract, please review this proposal and communicate to the Project GLAD® NTC of your approval, desired changes or questions.

Project GLAD® Contact:

Betsy Young, Executive Assistant
(714) 966-4124 | byoung@ocde.us

Service Recipient:

Placentia Yorba Linda Unified School District
1301 E Orangethorpe Ave. Placentia, CA 92870
Jose Cabrera, Assistant Director, Federal Programs
714-985-8708 | jcabrera@pylusd.org

Service Provider:

OCDE Project GLAD® NTC
200 Kalmus Dr., Costa Mesa, CA 92626
Jennifer Salas, Coordinator
(714) 966-4159 | jensalas@ocde.us

Professional Learning Days: May 1, 2024-June 30, 2025

Number of Participants: 15

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$22,750.00

OCDE Project GLAD® Series- Leadership Ensemble

Leadership Ensemble

A 12-hour (two, 6-hour days) workshop designed to support educational agencies with the development, implementation, and sustainability of the OCDE Project GLAD® NTC instructional model. Training includes the Project GLAD® Learning Guide.

Training Dates: TBD

Number of Participants: 15

*Minimum 12/Maximum 50 per cohort group

Cost per participant: \$850.00

\$12,750.00

Shipping & Handling (only actuals invoiced):

\$1,000.00

Travel Expenses (only actuals invoiced):

\$9,000.00

*includes: transportation, lodging, parking, meals & mileage

Total \$22,750.00

TOTAL ESTIMATE FOR ALL PROPOSED SERVICES: \$22,750.00

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

ACCEPT GIFTS FROM DISTRICT COMMUNITY MEMBERS AND GROUPS

Background

The district's community members and groups donate gifts to various schools to help provide materials, supplies, and an array of enrichment opportunities to expand their educational experience. Gifts must be listed and accepted by the Board to be in compliance with Education Code Section 41032. The Superintendent will send letters of appreciation to donors on behalf of the Board of Education.

The district's community members and groups have donated the following monetary gifts to the following sites:

- Brookhaven Elementary School: Brookhaven PTA donated on (1) check in the amount of \$10,000 for materials and supplies.
- Brookhaven Elementary School: Clint and Natalie Salo donated one (1) cello to the strings music program.
- Bryant Ranch Elementary School: Bryant Ranch PTA donated one (1) check in the amount of \$16,365 for a new school marquee and a fifth-grade field trip.
- Golden Elementary School: The Blackbaud Giving Fund donated one (1) check in the amount of \$50 for materials and supplies.
- Rose Drive Elementary School: Rose Drive PTA donated three (3) checks totaling \$3,173.31 for a fourth-grade field trip, fifth-grade science camp, and end of year promotion event.
- Yorba Linda High School: Coree DelGiorgio % Image Solutions donated ten (10) bins of fabric to the visual arts department for creative art projects for brand creation and design along with 3-D art.

The district's community members and groups have donated the following books, which have been reviewed and approved by the principals, to the following sites:

- Sierra Vista Elementary School: An anonymous community member donated a total of fifty-nine (59) books. The full list is [attached here](#).

Financial Impact

Total income to be placed in the appropriate school site/division accounts: \$29,588.31

Total income to date for the 2023-24 school year: \$470,990.08

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Shawn Belmont, Administrative Secretary, Educational Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**RATIFY INDEPENDENT CONTRACTOR AGREEMENT WITH ROTARY CLUB OF
PLACENTIA TO HOST A ONE-DAY DENTAL CLINIC AT MELROSE ELEMENTARY
SCHOOL**

Background

AYUDA International is a non-profit organization whose purpose is to provide free dental care to underserved individuals. As a non-profit charity, the objective of AYUDA is to be actively engaged in improving and sustaining oral health in underserved areas around the world.

The District partnered with the Placentia Rotary in 2017 and 2018 to host a one-day dental clinic at Melrose Elementary School for students attending PYLUSD schools and their families. The Rotary worked with AYUDA International to provide dental examinations, cleanings, and cavity repair to students and their families free of charge. The event was a tremendous success with over 100 families being served.

The Placentia Rotary collaborated with our district to provide services again this year. The clinic took place in the Melrose gym on Saturday, May 4, from 7:30am.-4:30p.m. The services offered to students and families in the community were provided by licensed dentists and students from the dental school at USC.

The Placentia Rotary completed a use of facilities application to ensure all insurance protections were in place for the event. District nursing staff and our Melrose community liaison were on site that day to help facilitate the running of the event and assist families in completing the required paperwork. We are grateful for the opportunity to partner with The Rotary Club of Placentia and AYUDA International to serve our community.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH NATALIE HIGGINS DBA HARMONY
AUDITORY-VERBAL THERAPY**

Background

This provider is a specialist in auditory verbal therapy (AVT) for students who are deaf and hard of hearing with cochlear implants. The services of this provider are being requested as they are legally required through the mandated special education plan. This agreement will be effective May 7, 2024-June 30, 2024.

Financial Impact

Budgeted special education funds, NTE: \$580

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH OREN BOXER DBA OREN R. BOXER, PH.D.,
A PSYCHOLOGICAL CORPORATION**

Background

This is a provider for psycho-educational assessment and/or services for special education student(s). This agreement will be effective May 7, 2024-June 30, 2024.

According to the requirements of 34 Code of Federal Regulations (CFR) § 300.502 a student with a disability has the right to obtain an Independent Education Evaluation (IEE) at the public's expense if the parent disagrees with an evaluation obtained by the public agency. The LEA has the option to either fund the IEE or file a due process hearing against the family. In this case, the IEE is being funded due to some compliance portions of the assessment.

Financial Impact

Budgeted special education funds, NTE: \$7,500

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 7th day of May, 2024, by and between Oren R. Boxer dba

Oren R. Boxer, PhD., A Psychological Corp., hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR: (Use attachment if more room needed)

Provider of psychological assessment services for special education students.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on May 7, 2024, and will diligently perform as required and complete performance by June 30, 2024. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$7,500 for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes ___ No ___

from CalPERS: Yes ___ No ___ If yes, date retired: _____

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: Gary Stine

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH GALLAGHER PEDIATRIC THERAPY

Background

This is a provider for occupational therapy assessment and/or services for special education students. This agreement will be effective May 7, 2024-June 30, 2024.

According to the requirements of 34 Code of Federal Regulations (CFR) § 300.502, a student with a disability has the right to obtain an Independent Education Evaluation (IEE) at the public's expense if the parent disagrees with an evaluation obtained by the public agency. The LEA has the option to either fund the IEE or file a due process hearing against the family. In this case, the IEE is being funded due to some compliance portions of the assessment.

Financial Impact

Budgeted special education funds, NTE: \$2,500

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH ELIZABETH GALLARDO DBA GALLARDO
SPEECH PATHOLOGY**

Background

This is a provider for speech and language assessment and/or services for special education students. This agreement will be effective May 7, 2024-June 30, 2024.

According to the requirements of 34 Code of Federal Regulations (CFR) § 300.502 a student with a disability has the right to obtain an Independent Education Evaluation (IEE) at the public's expense if the parent disagrees with an evaluation obtained by the public agency. The LEA has the option to either fund the IEE or file a due process hearing against the family. In this case, the IEE is being funded due to some compliance portions of the assessment.

Financial Impact

Budgeted special education funds, NTE: \$2,850

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH INEZ ZURITA DBA EDUCATIONAL
PROFESSIONALS OF CENTRAL CALIFORNIA, LLC**

Background

This is a provider for psycho-educational assessment and/or services for special education student(s). This agreement will be effective May 7, 2024-June 30, 2024.

According to the requirements of 34 Code of Federal Regulations (CFR) § 300.502 a student with a disability has the right to obtain an Independent Education Evaluation (IEE) at the public's expense if the parent disagrees with an evaluation obtained by the public agency. The LEA has the option to either fund the IEE or file a due process hearing against the family. In this case, the IEE is being funded due to some compliance portions of the assessment.

Financial Impact

Budgeted special education funds, NTE: \$6,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR: (Use attachment if more room needed)

-
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
 4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
 5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
 6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
 8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
 9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
 10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
 11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
 12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH MARTA M. SHINN DBA
VARIATIONS PSYCHOLOGY PC**

Background

This is a provider for psycho-educational assessment and/or services for special education student(s). This agreement will be effective May 7, 2024-June 30, 2024.

According to the requirements of 34 Code of Federal Regulations (CFR) § 300.502 a student with a disability has the right to obtain an Independent Education Evaluation (IEE) at the public's expense if the parent disagrees with an evaluation obtained by the public agency. The LEA has the option to either fund the IEE or file a due process hearing against the family. In this case, the IEE is being funded due to some compliance portions of the assessment.

Financial Impact

Budgeted special education funds, NTE: \$10,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

-
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
 4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
 5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
 6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
 8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
 9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
 10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
 11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
 12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

RETAINER AGREEMENT WITH HARBOTTLE LAW GROUP

Background

Harbottle Law Group (HLG) provides legal counsel for students within the Placentia-Yorba Linda Unified School District. HLG is dedicated to the excellent, efficient, and economical representation of public schools regarding students on IEPs, 504's, as well as compliance complaints (i.e., ADA, UCP, OCR, Title IX, etc.). This agreement will be effective July 1, 2024-June 30, 2025.

The hourly legal fees for Harbottle Law Group are as follows:

	7/1/2024-6/30/2025
Senior Counsel	\$285.00
Mid-Level Attorneys	\$275.00
Other HLG Attorneys	\$265.00
Law Clerks	\$255.00
Paralegals	\$155.00

Financial Impact

Budgeted special education funds, NTE: \$250,000

Budgeted general funds, NTE: \$75,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

**RETAINER AGREEMENT FOR SPECIAL EDUCATION LEGAL SERVICES
BETWEEN HARBOTTLE LAW GROUP AND PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2024-JUNE 30, 2025

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Placentia-Yorba Linda Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2024 and extending through June 30, 2025.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client regarding special education and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel.

HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that Jennifer Fant and/or S. Daniel Harbottle will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

4. Legal Fees, Billing Practices and Personnel. HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services. The services to be performed by HLG hereunder shall be provided at a rate not to exceed Two-Hundred Eighty-Five Dollars (\$285.00) per hour for Senior Counsel, Two-Hundred Seventy-Five Dollars (\$275.00) per hour for Mid-level attorneys, and Two-Hundred Sixty-Five Dollars (\$265.00) per hour for all other HLG attorneys, as well as law clerks at Two-Hundred Twenty-Five Dollars (\$225.00) per hour. The District also utilizes the services of paralegals and other legal support staff whose rates shall not exceed One-Hundred Fifty-Five Dollars (\$155.00) per hour.

5. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local

travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

6. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

7. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

8. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

9. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

10. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

11. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

12. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

13. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar

Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.


The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

14. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

15. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: April 22, 2024

Harbottle Law Group

By: 
S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them.

Dated: _____, 2024

By: _____
Alex Cherniss Ed.D., Superintendent
Placentia-Yorba Linda Unified School
District

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH NATALIE HIGGINS DBA HARMONY
AUDITORY-VERBAL THERAPY**

Background

This provider is a specialist in auditory verbal therapy (AVT) for students who are deaf and hard of hearing with cochlear implants. The services of this provider are being requested as they are legally required through the mandated special education plan. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$7,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH DYNAMIC THERAPY SOLUTIONS AND
DYSLEXIA CENTER LLC**

Background

This is a provider of augmentative communication evaluation assessments and services. Their services include diagnostic observations as well as training for staff and parents on the use and programming of specialized eye gaze and other devices utilized by students as part of their mandated IEP services. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$30,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH HANNA INTERPRETING SERVICES, LLC

Background

This company provides interpreting services in a variety of languages and are specifically trained in providing for special education meetings. Per Cal. Ed. Code Sec. 56341.5(i) parents must be provided an interpreter in order to be able to meaningfully participate and understand all discussions during the IEP meeting. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$40,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH PATRICIA K. HOULIHAN

Background

This independent contractor provides consultation and training to staff for students who have multiple disabilities. This contractor is an intervener for students who are deaf and blind and have extensive needs. An intervener is a very specially trained individual who assists students who are deafblind by helping them gather information, develop and use communication skills, and establish relationships. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$9,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH KAREN O. NATOCI

Background

This is a provider of virtual training services for special education SLPs and teachers. This provider supports the specialized curriculum and instruction, as well as communication interventions for the Readtopia Reading Program that is provided to our students with the most significant needs. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$15,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

-
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
 4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
 5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
 6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
 8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
 9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
 10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
 11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
 12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH TASHA ARNESON DBA TTC4SUCCESS
(TASHA'S TRAINING AND CONSULTING, LLC)**

Background

This contract supports multiple special education students and provides intensive wraparound services. This intensive level of service may provide counseling, behavior intervention, and/or parent training in order to support a student's access to the educational setting. The service has been determined necessary and is provided through the students legally mandated Individual Education Program Plan (IEP). This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$50,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH VERBAL BEHAVIOR ASSOCIATES

Background

This nonpublic agency (NPA) provides services including assessment, intervention, staff and parent training, as well as ongoing monitoring of students with the most intensive behavioral needs. They also provide support with the district's training of registered behavior technicians (RBTs). This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$200,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

-
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
 4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
 5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
 6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
 8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
 9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
 10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
 11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
 12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH FAMILY CRISIS INTERNATIONAL YOUTH ASSISTANCE, INC, DBA WEST SHIELD ADOLESCENT SERVICES

Background

This is a provider of transportation services for special education students. When a student's Individualized Education Program Plan (IEP) reflects the most intensive placement in an out-of-district/state program this contractor is able to safely provide students transportation to the agreed upon and legally mandated IEP placement. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$30,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed on a limited basis;
NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes ___ No ___
from CalPERS: Yes ___ No ___ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Assistant Superintendent, Business Services
Address: 1301 E. Orangethorpe, Placentia, CA 92870
Date: _____
Approved by Board: _____
(Date)

TERMS AND CONDITIONS OF AGREEMENT

1. **INSURANCE REQUIREMENTS:** During the term of this Agreement, consultant/contractor shall maintain insurance documentation per the limits and requirements outlined:

General Liability Insurance: The contractor/consultant/service provider shall provide the District with a Certificate of Insurance, with a page 2 endorsement, naming the District as an additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificate Holder and Additional Insured is Placentia-Yorba Linda Unified School District

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, it's Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by contractor/consultant/service provider shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

Automobile Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. COI must show "All Autos".

Worker's Compensation Insurance: The contractor/consultant/service provider shall maintain a minimum of \$1,000,000 per occurrence, unless the business is a sole proprietorship. Initials_____.

Professional Consultants, which include, but are not limited to, attorneys, medical providers, dental providers, psychologists, psychiatrists, and physical therapists must provide all insurance shown above AND a minimum of \$ 3,000,000 per occurrence of sexual molestation coverage AND Professional Liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Initials_____.

The District must be in receipt of all insurance certificates prior to the commencement of any work. Insurance and Bond providers must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" Insurance policies must carry a 30-day cancellation clause.

It is required that every contractor/consultant/service provider/professional consultant working for the Placentia-Yorba Linda Unified School District meet the insurance requirements listed. Prior to commencing work, and continuing during the life of the project, contractor shall acquire, and require all subcontractors, if any, to acquire and maintain such insurance. Failure to furnish the requested insurance will be considered default of contractor/consultant/vendor. Initials_____.

The District has the right to re-evaluate the above mentioned limits to determine whether or not they are suitable based on the nature of the contract.

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials_____.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA DEPARTMENT OF EDUCATION (CDE)
AND CALIFORNIA SCHOOL FOR THE DEAF, RIVERSIDE (CSDR)**

Background

The California School for the Deaf, Riverside, shall provide special education programs and services for the students residing in the PYLUSD attendance area who are referred by their Individualized Education Program (IEP) teams when it is jointly determined by the district and the California School for the Deaf, Riverside, that the students' educational needs as specified in the IEP require the specialized programs provided by the CSDR.

Agreement No. IN240046 is designed so that the CSDR may provide an aide trained in sign language to a PYLUSD student who is deaf and whose educational needs cannot be met within the district.

This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds, NTE: \$50,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

AGREEMENT

BETWEEN

**California Department of Education (CDE),
California School for the Deaf, Riverside (CSDR)**

AND

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

FOR

*Teacher Assistant Special Circumstance Paraprofessional (a.k.a. one-on-one assistant) at
California School for the Deaf, Riverside*

PARTIES

1. The Placentia-Yorba Linda Unified School DISTRICT (hereinafter referred to as the "DISTRICT") is a public school DISTRICT organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 1301 E. Orangethorpe Avenue, Placentia, CA 92870.
2. The **California Department of Education (CDE) with California School for the Deaf, Riverside (CSDR)** (hereinafter referred to as the "CONTRACTOR") in good standing in the State of California and with a CDE primary business address at 1430 N Street, Suite 2213, Sacramento, CA 958145901.

PURPOSE

1. The purpose of this agreement is to provide for assistance by CONTRACTOR, a Teacher Assistant Special Circumstance Paraprofessional (a.k.a. one-on-one assistant) for 36 hours per week during the 2024-2025 academic school year.
2. This agreement will also provide assistance by the CONTRACTOR, for a Teacher Assistant Special Circumstance Paraprofessional (a.k.a. one-on-one assistant) for a total of 30 hours per week for a total of three weeks during Extended School Year (ESY) during the months of June and July 2025.

AGREEMENT

1. The DISTRICT will perform the following duties:
 - a. Contact CONTRACTOR to confirm its employee is providing services to a particular student.

2. The CONTRACTOR will perform the following duties:
 - a. When contacted by the DISTRICT, confirm the employment status of the CONTRACTOR'S Teacher Assistant Special Circumstance Paraprofessional.
 - b. Comply with the requirements of California Education Code section 45125.1 with regards to fingerprinting.
 - c. Assure that its employees, subcontractors and agents providing services to student(s) are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within six (6) months prior to the onset of services. CONTRACTOR shall complete and submit to the DISTRICT the Tuberculosis Evaluation Form, appropriate for this purpose.
 - d. Within ten (10) business days of hiring the Teacher Assistant Special Circumstance Paraprofessional, provide proof of the following to the DISTRICT Superintendent/designee:
 1. Fingerprinting clearance, as indicated by the date the employee was cleared.
 2. Freedom from tuberculosis for a period within six (6) months prior to the onset of service.
 3. Proof of insurance: Public Liability and Workers' Compensation Insurance.
 4. Proof of license, if applicable.

No services shall begin until the above documents are received by the DISTRICT Superintendent/designee.

3. CONTRACTOR AND DISTRICT responsibilities:
 - a. Coordinate location for services.
 - b. Coordinate Sign in/Sign out procedures.
 - c. Process to notify DISTRICT when CONTRACTOR is unable to perform services.
 - d. Coordinate Safety protocol.
 - e. Transportation Services will be provided by the District from student's home to CSDR and from CSDR to student's home.

TERM

1. The agreement shall be from August 1, 2024 through July 31, 2025. The services are for 176 school days each academic calendar year and 15 days during Extended School Year during the months of June and July 2025. The DISTRICT may suspend performance by the CONTRACTOR or terminate

this agreement at any time. Either party may provide written notice thirty (30) days to suspend or terminate any further performance of service by the CONTRACTOR.

GENERAL PROVISIONS

1. **INSURANCE:** CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, Public Liability and Workers' Compensation Insurance.
2. **COST:** The Total amount to be paid to the CONTRACTOR shall be inclusive of any and all expenses, supplies and materials including salary benefits and overhead costs pursuant to this agreement and shall not exceed \$50,000.00 for services through July 31, 2025. If the student who is receiving such services is absent, the Teacher Assistant Special Circumstance Paraprofessional will receive payment for a minimum of 4 hours and may be placed on another assignment during that time.
3. This Agreement constitutes the entire Agreement between the CONTRACTOR and DISTRICT and supersedes any and all prior or contemporaneous oral or written Agreements. Any changes to this Agreement must be made in writing and shall not be considered binding unless signed by both parties.
4. The CONTRACTOR shall comply with all applicable District, Federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The CONTRACTOR represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to the agreement.
5. This Agreement shall be governed and construed by the Law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. All services shall be provided at the California School for the Deaf, Riverside campus.
6. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
7. **BILLING:** Monthly invoices will be submitted by the Contractor to the District no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The student's name who will be receiving such services will be included for identification purposes. Billing invoices will be sent to:

Placentia-Yorba Linda Unified School District 1301
E. Orangethorpe Ave.
Placentia, CA 92870 Attn:
Renee Gray

Authorized representatives of the parties have executed this agreement as indicated below.

DISTRICT Placentia-Yorba Linda Unified School District	CONTRACTOR California Department of Education
BY:	BY:
NAME:	NAME: Leisa Maestretti
POSITION: Assistant Superintendent	POSITION: Director, Fiscal and Administrative Services Division
DATED:	DATED:
EMAIL:	Email: лмаestretti@cde.ca.gov

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH DEL SOL SCHOOL

Background

Nonpublic schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds NTE: \$300,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2024-2025

*Del Sol School
5400 Myra Av
Cypress, CA 90630*

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

38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	23
IV. PERSONNEL	
45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS OR PERS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26
V. HEALTH AND SAFETY MANDATES	
51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATION	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT/DISCRIMINATION	28
57. REPORTING OF MISSING CHILDREN	28
VI. FINANCIAL	
58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	33
64. RATE SCHEDULE	34
65. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38
EXHIBIT C: NOTICES	40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS	41

--	--

2024-2025

CONTRACT NUMBER:

LEA: Placentia-Yorba Linda Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024 between the _____ Placentia Yorba Linda Unified School _____ District (hereinafter referred to as “District” or local educational agency “LEA”) and **Del Sol School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District 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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR’s licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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 Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California

Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

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 agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, 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 of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to

themselves using a specified professional title. 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(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student 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; 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, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; 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; 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 nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

\$2,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & advertising injury
\$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:

\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$2,000,000 per occurrence or, if claims-made, per claim

\$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. **Cyber Liability Insurance** coverage with not less than the following limits:

\$1,000,000 per occurrence or claim

\$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella

Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

- H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.
- I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- M. All Certificates of Insurance shall 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.
- N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR’s duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA’s duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the 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 the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR’s written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., 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 the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after 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 a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the 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 guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational 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) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision

of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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

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 nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. 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 the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the 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 IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by 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 the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access,

store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), 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 Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, 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. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. 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. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding,

physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

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. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. 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. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or

whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

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

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) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's 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 the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review 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 policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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 assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and

program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the 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 the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students,

including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized

education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 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 all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have

direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with 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), 3051, 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.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or 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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA

will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of

Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. 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 LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. 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. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. 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. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, 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 the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. 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 the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the 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.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master 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(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by the 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the 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 the LEA specifying the reason it believes payment should not be withheld. The 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 the LEA believes payment should not be made. If the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the 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 the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or 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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The 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 the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The 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 the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Del Sol School

By:

By:

Signature

Date

Signature

Date

Gary Stine, Assistant Superintendent

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR	Del Sol School	CONTRACTOR NUMBER		2024-2025
(NONPUBLIC SCHOOL OR AGENCY)				(CONTRACT YEAR)

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

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

The following are the approved rates:

	<u>2023-2024</u>	<u>2024-2025</u>
Daily Rate	\$ 234.00/day	\$ 234.00/day
Behavior Intervention BCBA (BID)	\$ 90.00/hour	\$ 110.00/hour
Intensive Indiv. Beh. Svc. Beh Spec. 1:1(BII)	\$ 48.00/hour	\$ 55.00/hour
Other Psychological Services	\$ 90.00/hour	\$ 95.40/hour
Speech and Language Therapy	\$ 110.00/hour	\$ 120.00/hour
BII 2:1 ratio	\$ 38.00/hour	\$ 38.00/hour
Psychological Services	\$ 170.00/hour	\$ 170.00/hour
Individual Counseling/MFT-Student	\$ 110.00/hour	\$ 110.00/hour
Individual Counseling/MFT-Parent	\$ 110.00/hour	\$ 110.00/hour
Group Counseling/School Psych.- Student	\$ 55.00/hour	\$ 55.00/hour
Functional Beh. Assessment/BIP	\$ 90.00/hour	\$ 90.00/hour
Individual Beh. Interv. Functional Comm.	\$ 55.00/hour	\$ 55.00/hour

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Renee Gray](#)

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8710

rgray@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Maria Luna Madrigal](#)

Department Secretary

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

[Dena Mavritsakis](#)

Account Technician

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Erin McGowan](#)

Psychologist on Special Assignment

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”) and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-202 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

CONTRACTOR acknowledges that it will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH E C E 4 AUTISM

Background

Nonpublic schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds NTE: \$250,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2024-2025

*E C E 4 Autism
2000 E. Ivy Hill Ln
Orange, CA 92867*

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

38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	23
<u>IV. PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS OR PERS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26
<u>V. HEALTH AND SAFETY MANDATES</u>	
51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATION	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT/DISCRIMINATION	28
57. REPORTING OF MISSING CHILDREN	28
<u>VI. FINANCIAL</u>	
58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	33
64. RATE SCHEDULE	34
65. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38
EXHIBIT C: NOTICES	40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS	41

--	--

2024-2025

CONTRACT NUMBER:

LEA: Placentia-Yorba Linda Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024 between the _____ Placentia Yorba Linda Unified School _____ District (hereinafter referred to as “District” or local educational agency “LEA”) and **E C E 4 Autism** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District 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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR’s licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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 Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California

Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

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 agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, 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 of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to

themselves using a specified professional title. 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(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student 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; 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, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; 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; 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 nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. **TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. **INSURANCE**

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

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

\$2,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & advertising injury
\$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:

\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$2,000,000 per occurrence or, if claims-made, per claim

\$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. **Cyber Liability Insurance** coverage with not less than the following limits:

\$1,000,000 per occurrence or claim

\$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella

Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

- H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.
- I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- M. All Certificates of Insurance shall 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.
- N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the 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 the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., 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 the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after 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 a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the 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 guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational 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) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision

of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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

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 nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. 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 the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the 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 IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by 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 the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access,

store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), 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 Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, 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. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. 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. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding,

physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

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. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. 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. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or

whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

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

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) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's 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 the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review 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 policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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 assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and

program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the 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 the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students,

including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized

education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 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 all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have

direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with 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), 3051, 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.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or 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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA

will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of

Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. 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 LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. 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. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. 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. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, 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 the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. 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 the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the 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.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master 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(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by the 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the 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 the LEA specifying the reason it believes payment should not be withheld. The 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 the LEA believes payment should not be made. If the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the 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 the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or 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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The 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 the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The 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 the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

E C E 4 Autism

By:

By:

Signature

Date

Signature

Date

Gary Stine, Assistant Superintendent

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR	E C E 4 Autism	CONTRACTOR NUMBER		2024-2025
(NONPUBLIC SCHOOL OR AGENCY)				(CONTRACT YEAR)

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

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

The following are the approved rates:

	<u>2023-2024</u>	<u>2024-2025</u>
Daily Rate	\$ 205.20/day	\$ 206.74/day
Assistive Tech Services	\$ 37.80/hour	\$ 38.08/hour
Behavior Intervention BII 1:1	\$ 97.20/hour	\$ 97.20/hour
Behavior Intervention Supervision BID	\$ 97.20/hour	\$ 97.93/hour
Behavior Assessment & Analysis/IEP	\$ 105.00/hour	\$ 105.00/hour
Language and Speech Therapy	\$ 97.20/hour	\$ 97.93/hour
Language and Speech Group	\$ 85.00/hour	\$ 85.00/hour
LSDR Assessment	\$ 97.20/hour	\$ 97.20/hour
Occupational Therapy	\$ 97.20/hour	\$ 97.93/hour
1:1 Paraeducator/Aide	\$ 54.00/hour	\$ 54.00/hour
Vocational Education & Career Development	\$ 59.47/hour	\$ 59.47/hour

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Renee Gray](#)

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8710

rgray@pylusc.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Maria Luna Madrigal](#)

Department Secretary

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8669

mluna@pylusc.org

AND

[Dena Mavritsakis](#)

Account Technician

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8660

dmavritsakis@pylusc.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Erin McGowan](#)

Psychologist on Special Assignment

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”) and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

CONTRACTOR acknowledges that it will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH OLIVE CREST, DBA OLIVE
CREST ACADEMY**

Background

Nonpublic schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds NTE: \$300,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2024-2025

*Olive Crest
DBA Olive Crest Academy
2130 E. 4th Street, Ste 200
Santa Ana, CA 92705*

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

38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	23
<u>IV. PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS OR PERS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26
<u>V. HEALTH AND SAFETY MANDATES</u>	
51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATION	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT/DISCRIMINATION	28
57. REPORTING OF MISSING CHILDREN	28
<u>VI. FINANCIAL</u>	
58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	33
64. RATE SCHEDULE	34
65. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38
EXHIBIT C: NOTICES	40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS	41

--	--

2024-2025

CONTRACT NUMBER:

LEA: Placentia-Yorba Linda Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024 between the _____ Placentia Yorba Linda Unified School _____ District (hereinafter referred to as “District” or local educational agency “LEA”) and **Olive Crest DBA Olive Crest Academy** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District 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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR’s licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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 Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California

Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

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 agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, 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 of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to

themselves using a specified professional title. 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(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student 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; 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, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; 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; 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 nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

- \$2,000,000 per occurrence
 - \$ 5,000 medical expenses
 - \$1,000,000 personal & advertising injury
 - \$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:

- \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$2,000,000 per occurrence or, if claims-made, per claim

\$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. **Cyber Liability Insurance** coverage with not less than the following limits:

\$1,000,000 per occurrence or claim

\$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella

Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

- H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.
- I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- M. All Certificates of Insurance shall 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.
- N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR’s duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA’s duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the 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 the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR’s written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., 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 the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after 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 a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the 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 guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational 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) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision

of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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

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 nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. 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 the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the 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 IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by 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 the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access,

store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), 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 Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, 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. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. 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. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding,

physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

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. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. 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. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or

whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

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

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) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's 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 the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review 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 policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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 assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and

program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the 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 the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students,

including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized

education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 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 all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have

direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with 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), 3051, 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.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or 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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA

will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of

Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. 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 LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. 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. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. 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. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, 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 the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. 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 the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the 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.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master 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(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by the 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the 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 the LEA specifying the reason it believes payment should not be withheld. The 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 the LEA believes payment should not be made. If the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the 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 the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or 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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The 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 the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The 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 the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Olive Crest

By:

By:

Signature

Date

Signature

Date

Gary Stine, Assistant Superintendent

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR Olive Crest	CONTRACTOR NUMBER	2024-2025
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)

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

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

The following are the approved rates:

	<u>2023-2024</u>	<u>2024-2025</u>
Daily Rate	\$ 223.44/day	\$ 225.12/day
Translation	\$ 85.86/hour	\$ 86.50/hour
Speech & Language	\$ 131.71/hour	\$ 132.70/hour
Speech & Language Assessment	\$ 139.64/hour	\$ 140.69/hour
DIS Counseling during school day	\$ 141.84/hour	\$ 142.90/hour
Parent Training/Counseling	\$ 119.55/hour	\$ 120.45/hour
Behavior Support (Outside of school)	\$ 115.77/hour	\$ 116.64/hour
FBA Assessment	\$ 132.08/hour	\$ 133.07/hour
1:1 Behavior Assistant in Classroom	\$ 134.64/day	\$ 135.65/day
1:1 Asst. Transportation	\$ 75.31/day	\$ 75.87/day
Transportation – Round trip	\$ 68.87/day	\$ 69.39/day
Private Transportation – Round trip	\$ 200.58/day	\$ 202.08/day

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Renee Gray](#)

Assistant Superintendent, Student Support Services
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8710
rgray@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Maria Luna Madrigal](#)

Department Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
mluna@pylusd.org

AND

[Dena Mavritsakis](#)

Account Technician
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8660
dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Erin McGowan](#)

Psychologist on Special Assignment
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8664
emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”) and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

CONTRACTOR acknowledges that it will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH SPECTRUM CENTER-
ROSSIER PARK HIGH SCHOOL**

Background

Nonpublic schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds NTE: \$250,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2024-2025

*Spectrum Center
Rossier Park High School
5201 Virginia Way Suite 100
Brentwood, CA*

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

38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	23
IV. PERSONNEL	
45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS OR PERS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26
V. HEALTH AND SAFETY MANDATES	
51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATION	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT/DISCRIMINATION	28
57. REPORTING OF MISSING CHILDREN	28
VI. FINANCIAL	
58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	33
64. RATE SCHEDULE	34
65. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38
EXHIBIT C: NOTICES	40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS	41

--	--

2024-2025

CONTRACT NUMBER:

LEA: Placentia-Yorba Linda Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024 between the _____ Placentia Yorba Linda Unified School _____ District (hereinafter referred to as “District” or local educational agency “LEA”) and **Spectrum Center Rossier Park High School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District 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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR’s licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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 Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California

Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

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 agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, 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 of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to

themselves using a specified professional title. 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(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student 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; 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, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; 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; 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 nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

\$2,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & advertising injury
\$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:

\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$2,000,000 per occurrence or, if claims-made, per claim

\$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. **Cyber Liability Insurance** coverage with not less than the following limits:

\$1,000,000 per occurrence or claim

\$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella

Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

- H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.
- I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- M. All Certificates of Insurance shall 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.
- N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the 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 the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., 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 the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after 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 a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the 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 guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational 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) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision

of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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

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 nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. 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 the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the 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 IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by 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 the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access,

store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), 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 Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, 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. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. 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. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding,

physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

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. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. 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. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or

whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

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

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) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's 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 the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review 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 policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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 assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and

program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the 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 the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students,

including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized

education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 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 all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have

direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with 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), 3051, 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.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or 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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA

will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of

Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. 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 LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. 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. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. 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. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, 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 the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. 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 the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the 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.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master 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(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by the 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the 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 the LEA specifying the reason it believes payment should not be withheld. The 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 the LEA believes payment should not be made. If the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the 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 the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or 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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The 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 the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The 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 the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

EXHIBIT A: 2024-2025 RATES

CONTRACTOR	Spectrum Center - Rossier Park High School	CONTRACTOR NUMBER		2024-2025
(NONPUBLIC SCHOOL OR AGENCY)				(CONTRACT YEAR)

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

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

The following are the approved rates:

	<u>2023-2024</u>	<u>2024-2025</u>
Daily Rate	\$ 215.23/day	\$ 216.84/day
Adapted Physical Education	\$ 86.79/hour	\$ 87.44/hour
Speech and Language (Indiv., Grp, Consult)	\$ 123.02/hour	\$ 123.02/hour
1:1 Aide & transportation support	\$ 23.58/hour	\$ 24.76/hour
Counseling (Indiv., Group, Consult)	\$ 117.40/hour	\$ 118.28/hour
Transportation Zone 1 RT	\$ 50.49/day	\$ 50.87/day
Transportation Zone 2 RT	\$ 58.13/day	\$ 58.57/day
Transportation Zone 3 RT	\$ 65.05/day	\$ 65.54/day
Transportation Zone 4 RT	\$ 76.50/day	\$ 77.07/day

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Renee Gray](#)

Assistant Superintendent, Student Support Services
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8710
rgray@pylUSD.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Maria Luna Madrigal](#)

Department Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
mluna@pylUSD.org

AND

[Dena Mavritsakis](#)

Account Technician
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8660
dmavritsakis@pylUSD.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Erin McGowan](#)

Psychologist on Special Assignment
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8664
emcgowan@pylUSD.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”) and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

CONTRACTOR acknowledges that it will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH BEACON DAY SCHOOL

Background

Nonpublic schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds NTE: \$300,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2024-2025

*Beacon Day School
24 Centerpointe Dr
La Palma, CA 90623*

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

38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	23
IV. PERSONNEL	
45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS OR PERS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26
V. HEALTH AND SAFETY MANDATES	
51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATION	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT/DISCRIMINATION	28
57. REPORTING OF MISSING CHILDREN	28
VI. FINANCIAL	
58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	33
64. RATE SCHEDULE	34
65. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38
EXHIBIT C: NOTICES	40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS	41

--	--

2024-2025

CONTRACT NUMBER:

LEA: Placentia-Yorba Linda Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024 between the _____ Placentia Yorba Linda Unified School _____ District (hereinafter referred to as “District” or local educational agency “LEA”) and **Beacon Day School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District 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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR’s licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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 Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California

Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

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 agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, 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 of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to

themselves using a specified professional title. 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(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student 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; 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, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; 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; 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 nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

- \$2,000,000 per occurrence
 - \$ 5,000 medical expenses
 - \$1,000,000 personal & advertising injury
 - \$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:
 - \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$2,000,000 per occurrence or, if claims-made, per claim

\$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. **Cyber Liability Insurance** coverage with not less than the following limits:

\$1,000,000 per occurrence or claim

\$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella

Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

- H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.
- I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- M. All Certificates of Insurance shall 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.
- N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR’s duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA’s duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the 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 the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR’s written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., 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 the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after 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 a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the 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 guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational 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) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision

of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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

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 nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. 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 the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the 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 IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by 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 the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access,

store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), 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 Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, 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. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. 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. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding,

physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

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. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. 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. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or

whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

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

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) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's 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 the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review 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 policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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 assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and

program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the 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 the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students,

including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized

education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 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 all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have

direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with 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), 3051, 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.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or 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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA

will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of

Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. 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 LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. 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. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. 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. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, 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 the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. 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 the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the 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.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master 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(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by the 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the 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 the LEA specifying the reason it believes payment should not be withheld. The 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 the LEA believes payment should not be made. If the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the 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 the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or 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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The 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 the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The 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 the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Beacon Day School

By:

By:

Signature Date

Signature Date

Gary Stine, Assistant Superintendent

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR	Beacon Day School	CONTRACTOR NUMBER		2024-2025
(NONPUBLIC SCHOOL OR AGENCY)				(CONTRACT YEAR)

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

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

The following are the approved rates:

	<u>2023-2024</u>	<u>2024-2025</u>
Daily Rate	\$ 238.33/day	\$ 238.33/day
Behavior Intervention BII 1:1	\$ 67.29/hour	\$ 67.29/hour
Behavior Intervention LVNI	\$ 67.65/hour	\$ 67.65/hour
Behavior Intervention Supervision BID	\$ 123.70/hour	\$ 123.70/hour
Language and Speech Therapy	\$ 137.80/hour	\$ 137.80/hour
Occupational Therapy	\$ 148.40/hour	\$ 148.40/hour
Physical Therapy	\$ 148.40/hour	\$ 148.40/hour
Counseling and Guidance Services	\$ 148.20/hour	\$ 148.20/hour
BII on Transportation	\$ 95.40/Day	\$ 95.40/Day
Transportation	\$ 95.40/Day	\$ 95.40/Day
Behavior Intervention Services (BCBA)	\$ 106.06/hour	\$ 106.06/hour
Behavior Intervention and Direct Intervention	\$ 56.49/hour	\$ 56.49/hour
Home Instruction (HHI)	\$ 55.00/hour	\$ 55.00/hour
Adapted Physical Education	\$ 130.00/hour	\$ 130.00/hour
Functional Behavioral Analysis (FBA)	\$ 137.80/hour	\$ 137.80/hour

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Renee Gray](#)

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8710

rgray@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Maria Luna Madrigal](#)

Department Secretary

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

[Dena Mavritsakis](#)

Account Technician

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Erin McGowan](#)

Psychologist on Special Assignment

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”) and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

CONTRACTOR acknowledges that it will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH CONDAS & ASSOCIATES INC,
DBA OCEAN VIEW NONPUBLIC SCHOOL**

Background

Nonpublic schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds NTE: \$150,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2024-2025

*Condas & Associates, Inc.
Ocean View Nonpublic School
30131 Town Center Dr., #280
Laguna Niguel, CA 92677*

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

38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	23
IV. PERSONNEL	
45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS OR PERS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26
V. HEALTH AND SAFETY MANDATES	
51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATION	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT/DISCRIMINATION	28
57. REPORTING OF MISSING CHILDREN	28
VI. FINANCIAL	
58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	33
64. RATE SCHEDULE	34
65. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38
EXHIBIT C: NOTICES	40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS	41

--	--

2024-2025

CONTRACT NUMBER:

LEA:

Placentia-Yorba Linda Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024 between the _____ Placentia Yorba Linda Unified School _____ District (hereinafter referred to as “District” or local educational agency “LEA”) and **Ocean View Nonpublic School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District 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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR’s licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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 Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California

Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

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 agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, 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 of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to

themselves using a specified professional title. 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(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student 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; 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, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; 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; 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 nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

- \$2,000,000 per occurrence
 - \$ 5,000 medical expenses
 - \$1,000,000 personal & advertising injury
 - \$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:

- \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$2,000,000 per occurrence or, if claims-made, per claim

\$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. **Cyber Liability Insurance** coverage with not less than the following limits:

\$1,000,000 per occurrence or claim

\$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella

Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

- H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.
- I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- M. All Certificates of Insurance shall 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.
- N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR’s duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA’s duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the 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 the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR’s written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., 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 the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after 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 a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the 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 guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational 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) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision

of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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

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 nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. 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 the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the 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 IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by 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 the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access,

store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), 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 Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, 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. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. 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. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding,

physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

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. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. 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. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or

whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

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

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) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's 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 the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review 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 policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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 assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and

program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the 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 the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students,

including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized

education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 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 all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have

direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with 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), 3051, 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.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or 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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA

will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of

Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. 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 LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. 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. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. 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. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, 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 the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. 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 the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the 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.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master 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(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by the 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the 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 the LEA specifying the reason it believes payment should not be withheld. The 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 the LEA believes payment should not be made. If the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the 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 the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or 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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The 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 the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The 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 the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Ocean View Nonpublic School

By:

By:

Signature

Date

Signature

Date

Gary Stine, Assistant Superintendent

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR	Ocean View Nonpublic School	CONTRACTOR NUMBER		2024-2025
(NONPUBLIC SCHOOL OR AGENCY)				(CONTRACT YEAR)

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

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

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

	<u>2023-2024</u>	<u>2024-2025</u>
Daily Rate	\$ 199.09/day	\$ 204.07/day
Individual Counseling	\$ 127.40/hour	\$ 127.40/hour
Parent Counseling	\$ 119.91/hour	\$ 119.91/hour
Group Counseling	\$ 61.22/hour	\$ 61.22 /hour
Speech and Language	\$ 127.20/hour	\$ 127.20/hour
1:1 Behavioral Assistant	\$ 137.24/day	\$ 137.24/day
Occupational Therapy	\$ 113.53/hour	\$ 113.53/hour
Psychological Services	\$ 126.00/hour	\$ 126.00/hour
BII	\$ 63.00/hour	\$ 63.00/hour
BID	\$ 120.00/hour	\$ 120.00/hour
Transportation	\$ 84.00/day	\$ 84.00/day

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Renee Gray](#)

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8710

rgray@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Maria Luna Madrigal](#)

Department Secretary

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

[Dena Mavritsakis](#)

Account Technician

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Erin McGowan](#)

Psychologist on Special Assignment

1301 E Orangethorpe Ave. Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”) and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

CONTRACTOR acknowledges that it will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH PORTVIEW PREPARATORY,
INC.**

Background

Nonpublic schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted special education funds NTE: \$750,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2024-2025

*Portview Preparatory, Inc
1361 Valencia Av
Tustin, CA 92780*

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

38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	23
IV. PERSONNEL	
45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS OR PERS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26
V. HEALTH AND SAFETY MANDATES	
51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATION	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT/DISCRIMINATION	28
57. REPORTING OF MISSING CHILDREN	28
VI. FINANCIAL	
58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	33
64. RATE SCHEDULE	34
65. DEBARMENT CERTIFICATION	34
EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38
EXHIBIT C: NOTICES	40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS	41

--	--

2024-2025

CONTRACT NUMBER:

LEA:

Placentia-Yorba Linda Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024 between the _____ Placentia Yorba Linda Unified School _____ District (hereinafter referred to as “District” or local educational agency “LEA”) and **Portview Preparatory, Inc.** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District 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., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR’s licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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 Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California

Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

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 agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- 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 State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, 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 of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to

themselves using a specified professional title. 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(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student 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; 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, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; 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; 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 nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

- \$2,000,000 per occurrence
 - \$ 5,000 medical expenses
 - \$1,000,000 personal & advertising injury
 - \$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:
 - \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$2,000,000 per occurrence or, if claims-made, per claim

\$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. **Cyber Liability Insurance** coverage with not less than the following limits:

\$1,000,000 per occurrence or claim

\$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella

Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

- H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.
- I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- M. All Certificates of Insurance shall 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.
- N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the 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 the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., 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 the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after 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 a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the 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 guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational 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) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision

of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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

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 nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. 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 the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the 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 IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by 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 the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access,

store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), 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 Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, 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. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. 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. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding,

physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

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. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. 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. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of 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 of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or

whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

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

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) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's 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 the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents 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 the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review 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 policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team 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 assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and

program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the 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 the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students,

including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized

education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring 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. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 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 all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have

direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with 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), 3051, 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.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or 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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA

will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of

Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. 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 LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. 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. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. 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. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, 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 the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. 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 the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the 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.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master 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(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by the 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the 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 the LEA specifying the reason it believes payment should not be withheld. The 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 the LEA believes payment should not be made. If the 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 Authorized LEA's 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 the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the 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 the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or 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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The 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 the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The 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 the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

EXHIBIT A: 2024-2025 RATES

CONTRACTOR	Portview Preparatory, Inc.	CONTRACTOR NUMBER		2024-2025
(NONPUBLIC SCHOOL OR AGENCY)				(CONTRACT YEAR)

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

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

The following are the approved rates:

	<u>2023-2024</u>	<u>2024-2025</u>
Daily Rate	\$ 201.98/day	\$ 201.98/day
Assistive Technology Individual/Consultation	\$ 116.60/hour	\$ 116.60/hour
Speech and Language Individual/Consult/Assess	\$ 127.20/hour	\$ 127.20/hour
Speech and Language Group	\$ 84.80/hour	\$ 84.80/hour
Occupational Therapy Individual/Assessment	\$ 110.29/hour	\$ 114.15/hour
Occupational Therapy Group	\$ 90.10/hour	\$ 90.10/hour
Occupational Therapy Consult	\$ 127.20/hour	\$ 127.20/hour
Counseling - Individual	\$ 150.00/hour	\$ 150.00/hour
Counseling - Group	\$ 100.00/hour	\$ 100.00/hour
Counseling – Individual Parent	\$ 106.00/hour	\$ 106.00/hour
Counseling – Parent Consultation	\$ 106.00/hour	\$ 106.00/hour
1:1 Aide	\$ 47.70/hour	\$ 49.37/hour
Shared Aide	\$ 35.00/hour	\$ 35.00/hour
Transportation Aide	\$ 40.00/hour	\$ 40.00/hour
Functional Behavior Assessment w/out FA	\$ 3,600.00/flat	\$3,600.00/flat
Functional Behavior Assessment with FA	\$ 4,000.00/flat	\$4,000.00/flat
Psycho Educational Assessment	\$ 4,000.00/flat	\$4,000.00/flat
Health and Nursing Support	\$ 60.66/hour	\$ 60.66/hour
Assistive Technology - Group	\$ 84.80/hour	\$ 84.80/hour
Assistive Technology – Individual	\$ 116.60/hour	\$ 116.60/hour
Assistive Technology – Consultation	\$ 116.60/hour	\$ 116.60/hour
Psychological Services	\$ 150.00/hour	\$ 150.00/hour
Behavior Intervention Supervision	\$ 150.00/hour	\$ 150.00/hour

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Renee Gray](#)

Assistant Superintendent, Student Support Services
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8710
rgray@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Maria Luna Madrigal](#)

Department Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
mluna@pylusd.org

AND

[Dena Mavritsakis](#)

Account Technician
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8660
dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Erin McGowan](#)

Psychologist on Special Assignment
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8664
emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”) and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

CONTRACTOR acknowledges that it will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**YORBA LINDA HIGH SCHOOL FIELD TRIP: CALIFORNIA STATE BOYS AND GIRLS CIF TRACK
AND FIELD STATE CHAMPIONSHIPS**

Background

The California State Boys and Girls CIF Track and Field State Championships will be held at Buchanan High School in Clovis, California on May 23-26, 2024. Two coaches and two parents will chaperone the athletes. Transportation will be provided by parents. They will stay at the Summerfield Inn in Fresno, California. One day of school will be missed.

Only the top individuals who qualify for the SS CIF Finals were invited to compete. The competition will provide up to six YLHS athletes, if they qualify, the opportunity to compete with the best track and field athletes in California.

Financial Impact

No cost to the district.

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

**YORBA LINDA HIGH SCHOOL
CIF TRACK AND FIELD STATE CHAMPIONSHIPS
Fresno, California
May 23-26, 2024**

Itinerary

Thursday, May 23

3:00 p.m.	Meet at Yorba Linda High School/Coaches drive themselves and parents drive their athlete/Meet with athletes, chaperones, and coaches/Review policies/behavioral expectations/School's code of conduct/Leave Yorba Linda HS/Transportation provided by parents/Dinner along the way
8:00 p.m.	Arrive in Fresno/Check into Summerfield Inn
9:00 p.m.	Team Meeting
10:00 p.m.	Lights out

Friday, May 24

7:30 a.m.	Wake-up call/Breakfast
9:00 a.m.	Coaches and athletes leave for State Competition at Buchanan High School/Parents driving students
11:00 a.m.	Arrive at Buchanan High School for warm-ups and practice
1:00 p.m.	Lunch
2:00 p.m.	Return to Summerfield Inn to rest for competition/Parents driving athletes
5:00 p.m.	Dinner
6:30 p.m.	Return to Buchanan High School for start of State Prelims
8:00 p.m.-9:30 p.m.	Competition
9:30 p.m.	Return to Summerfield Inn/Lights Out

Saturday, May 25

7:30 a.m.	Wake-up call/Breakfast/Rest for competition
12:00 p.m.	Leave for Buchanan High School/Parents driving athletes/Practice
1:00 p.m.	Lunch
2:00 p.m.-8:00 p.m.	Competition/Dinner/Finals
9:00 p.m.	Return to Summerfield Inn/Parents driving athletes
10:00 p.m.	Lights out

Sunday, May 26

7:30 a.m.	Wake-up call/Breakfast
8:00 a.m.	Check out of hotel. Depart for Yorba Linda High School/Parents drive athletes.
1:00 p.m.	Arrive back at Yorba Linda High School/Parents drive their athlete home.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**VALENCIA HIGH SCHOOL FIELD TRIP: CALIFORNIA STATE TRACK AND FIELD
CHAMPIONSHIPS FOR BOYS AND GIRLS**

Background

The California State Track and Field Championships will be held on May 24-25, 2024, at Veteran's Memorial Stadium in Clovis, California, at Buchanan High School. Up to ten student-athletes will be accompanied by two track and field coaches and two adult chaperones. Transportation is provided by coach-driven vehicles and parent-driven vehicles. Accommodations will be at the Courtyard Marriott Hotel in Fresno, California. Students will miss one day of school.

This competition will provide up to ten student-athletes with an opportunity to compete with the best track and field student-athletes in California. Only the top athletes in the Southern Section are invited to compete.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

**VALENCIA HIGH SCHOOL
CALIFORNIA STATE TRACK AND FIELD CHAMPIONSHIPS
Clovis, California
May 24-25, 2024**

Itinerary

Friday, May 24

8:00 a.m.	Meet with coaches, chaperones, and student-athletes to review policies, behavioral expectations, and school's code of conduct
8:15 a.m.	Depart Valencia High School to Fresno in coach-driven and parent-driven vehicles
12:00 p.m.	Lunch
1:00 p.m.	Arrive at Courtyard Marriott Hotel located at 1551 N. Peach Avenue, Fresno, check in
2:00 p.m.	Depart hotel in coach-driven and parent-driven vehicles to Buchanan High School in Clovis. Athletes report to the stadium for competition
6:30 p.m.	Depart Buchanan High School to hotel in coach-driven and parent-driven vehicles
7:00 p.m.	Dinner
8:00 p.m.	Evening chaperoned activities; meet with other athletes
10:00 p.m.	Room check, lights out

Saturday, May 25

6:00 a.m.	Wake-up call, breakfast, check out of hotel
8:00 a.m.	Depart hotel to Valencia High School in coach-driven and parent-driven vehicles
12:00 p.m.	Lunch
1:00 p.m.	Arrive at Valencia High School, students picked up by parents

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**EL DORADO HIGH SCHOOL FIELD TRIP: POINT LOMA BOYS BASKETBALL CAMP
TOURNAMENT**

Background

The Point Loma Basketball Camp Tournament will be held on May 31-June 2, 2024 at Point Loma University in San Diego, California. The El Dorado High School boys basketball team requests permission for fourteen students, two assistant coaches, and one coach to attend this event. Accommodations for the group are at the Point Loma University dormitories in San Diego, California. The group will travel by parent-driven vehicles. One day of school will be missed.

The tournament provides team members with the opportunity to represent the district as athletes committed to sportsmanship and high-level challenges in the basketball arena.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gina Aguilar, Director, Student Services

Joey Davis, Principal, El Dorado High School

**EL DORADO HIGH SCHOOL
POINT LOMA BOYS BASKETBALL CAMP TOURNAMENT
San Diego, California
May 31-June 2, 2024**

Itinerary

Friday, May 31

9:00 a.m.	Arrive at El Dorado High School and meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
9:30 p.m.	Depart to the university by parent-driven vehicles
11:30 p.m.	Arrive, check into dorm rooms
1:00 p.m.	Team meeting, cover pre-game
3:00 p.m.	Game #1
5:30 p.m.	Game #2
7:30 p.m.	Dinner in rooms
10:00 p.m.	Lights out

Saturday, June 1

8:00 a.m.	Breakfast
9:30 a.m.	Team meeting
10:00 a.m.	Rest
11:00 a.m.	Lunch
12:30 p.m.	Chaperoned walk to the on-campus, beach Sunset Cliff National Park
2:00 p.m.	Chaperoned walk back to dorm rooms
3:00 p.m.	Campus gym workout
4:00 p.m.	Dinner
5:30 p.m.	Game #3
7:00 p.m.	Game #4
9:00 p.m.	Dinner in rooms, snack
10:00 p.m.	Lights out

Sunday, June 2

8:30 a.m.	Breakfast
9:30 a.m.	Team meeting
10:30 a.m.	Game #5
12:00 p.m.	Lunch/Gym
1:00 p.m.	Game #6
3:00 p.m.	Parents pick up students and drive each student home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**VALENCIA HIGH SCHOOL SCHOOL-SPONSORED FIELD TRIP: ASB SUMMER LEADERSHIP
CAMP AT CAMP LA VERNE**

Background

The Valencia High School 2024-2025 ASB class will be going to summer leadership camp at Camp La Verne in Angelus Oaks, California on June 19-20, 2024. Up to 50 students will be accompanied by the activities director and four adult chaperones. An approved district-chartered bus will provide transportation. Accommodations will be in six-person cabins at Camp La Verne. Students will not miss any school days.

The Valencia 2024-2025 leadership class will use this two-day camp to plan out the calendar for the school year as well as spend quality time growing as a leadership body. They will bond as a class and plan out a mission and vision for what they would like to see at Valencia in the upcoming year.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gina Aguilar, Director, Student Services

**VALENCIA HIGH SCHOOL
ASB SUMMER LEADERSHIP CAMP
Angelus Oaks, California
June 19-20, 2024**

Itinerary

Wednesday, June 19

7:30 a.m.	Students meet at Valencia High School with advisor and chaperones to review policies, behavioral expectations, and school's code of conduct
8:00 a.m.	Depart for Camp La Verne on district-approved chartered bus
10:00 a.m.	Arrive at Camp La Verne, check in
10:15 a.m.	Set up camp, team-building activities
11:30 a.m.	Lunch
12:30 p.m.	Team-building activities, hike
2:30 p.m.	Snack
2:50 p.m.	ASB constitutional review/year activities assigned
6:00 p.m.	Dinner
7:00 p.m.	Meeting of job responsibilities and planning
9:00 p.m.	S'mores
10:00 p.m.	Room check, lights out

Thursday, June 20

7:00 a.m.	Breakfast, students cook/eat/clean up
9:30 a.m.	Team-building activities and volleyball
11:30 a.m.	Lunch
12:30 p.m.	Calendar planning and year to-do lists
2:30 p.m.	Self-reflection/goals for the year
3:30 p.m.	Camp cleanup/give back to camp
4:00 p.m.	Pack up camp
4:15 p.m.	Letters to self, snack
5:00 p.m.	Depart camp on district-approved chartered bus
7:00 p.m.	Arrive at Valencia High School for parent pickup

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**YORBA LINDA HIGH SCHOOL FIELD TRIP: 2024-2025 ASB SUMMER LEADERSHIP CAMP
AT CAMP LA VERNE**

Background

The Yorba Linda High School 2024-25 ASB class will be going to summer leadership camp on June 24-25, 2024 at Camp La Verne in Angelus Oaks, California. Transportation for the students and chaperones will be through district buses. Students will be staying in six-person cabins. We will have a total of forty-four students, four adults, and the activities director. Students will not miss any school days.

The Yorba Linda 2024-2025 leadership class will use this two-day camp to plan out the calendar for the Yorba Linda school year. They will bond as a class and plan out the mission and vision for what they would like to see at Yorba Linda High School in the upcoming year.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

**YORBA LINDA HIGH SCHOOL
ASB LEADERSHIP CAMP
Angelus Oaks, California
June 24-25, 2024**

Itinerary

Thursday, June 24

7:30 a.m.	Students meet at Yorba Linda High School with teacher and chaperones to review policies, behavioral expectations, and Yorba Linda High School's code of conduct.
8:00 a.m.	Depart for Camp La Verne on district buses
10:00 a.m.	Arrive at Camp La Verne
10:10 a.m.	Set up camp/team-building activities
11:30 a.m.	Lunch
12:30 p.m.	Team-building activities/hike
2:30 p.m.	Snack
2:50 p.m.	ASB Constitutional review/year activities assigned
6:00 p.m.	Dinner
7:00 p.m.	Meeting of job responsibilities/planning
9:00 p.m.	S'mores
10:00 p.m.	Lights Out

Friday, June 25

7:00 a.m.	Breakfast (cook/eat/clean up)
9:30 a.m.	Team-building activities and volleyball
11:30 a.m.	Lunch
12:30 p.m.	Calendar planning and year-to-do lists.
2:30 p.m.	Self-reflection/goals for the year
3:30 p.m.	Camp cleanup/give back to camp
4:00 p.m.	Pack up camp
4:15 p.m.	Letters to self
4:45 p.m.	Snack
5:00 p.m.	Depart camp on district bus
7:00 p.m.	Arrive at Yorba Linda High School for parent pickup

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**EL DORADO HIGH SCHOOL FIELD TRIP: WESTMONT COLLEGE BOYS BASKETBALL CAMP
TOURNAMENT**

Background

The Westmont College Boys Basketball Camp Tournament will be held on June 28-30, 2024 at Westmont College in Montecito, California. The El Dorado High School boys basketball team requests permission for fourteen students, three assistant coaches, and one coach to attend this event. Accommodations for the group are at the Westmont College dormitories in Montecito, California. The group will travel by parent-driven vehicles. Zero school days will be missed.

The tournament provides team members with the opportunity to represent the district as athletes committed to sportsmanship and high-level challenges in the basketball arena.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gina Aguilar, Director, Student Services

Joey Davis, Principal, El Dorado High School

**EL DORADO HIGH SCHOOL
WESTMONT COLLEGE BOYS BASKETBALL CAMP TOURNAMENT
Montecito, California
June 28-30, 2024**

Itinerary

Friday, June 28

11:00 a.m.	Arrive at El Dorado High School and meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
11:15 p.m.	Depart to the university by parent-driven vehicles
2:00 p.m.	Arrive, check into dorm rooms
3:00 pm.	Lunch
3:45 p.m.	Team meeting
4:30 p.m.	Campus gym workout
5:30 p.m.	Game #1
7:00 p.m.	Dinner
8:30 p.m.	In rooms
10:00 p.m.	Lights out

Saturday, June 29

7:00 a.m.	Breakfast
8:30 a.m.	In rooms rest, physical therapy
11:00 a.m.	Depart for lunch at the local mall by parent-driven vehicles
2:00 p.m.	Return to dorm rooms by parent-driven vehicles
2:45 p.m.	Game #2
4:00 p.m.	Return to room, rest
7:00 p.m.	Game #3
8:30 p.m.	Dinner
9:30 p.m.	In rooms
10:00 p.m.	Lights out

Sunday, June 30

7:00 a.m.	Breakfast
8:30 a.m.	In rooms rest, physical therapy
10:30 a.m.	Game #4
12:00 p.m.	Game #5
1:45 p.m.	Lunch, team debrief
2:15 p.m.	Depart to El Dorado High School by parent-driven vehicles
5:15 p.m.	Arrive at El Dorado High School, parents pick up students and drive each student home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**ESPERANZA HIGH SCHOOL SCHOOL-SPONSORED FIELD TRIP: PALM SPRINGS CLASSIC
BASKETBALL TOURNAMENT**

Background

The 2024 Palm Springs Classic Basketball Tournament will be held on June 28-30, 2024 at Palm Springs High School in Palm Springs, CA. Accommodations for the group of fourteen basketball players, one head coach, two assistant coaches, and five parent chaperones are at the Homewood Suites in Cathedral City, CA. The parents will provide student transportation. No school days will be missed.

This is a great opportunity to compete while building relationships and bonding as a team to prepare for the upcoming season.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

**ESPERANZA HIGH SCHOOL
PALM SPRINGS CLASSIC BASKETBALL TOURNAMENT
Palm Springs, California
June 28-30, 2024**

Itinerary

Friday, June 28, 2024

11:00 a.m.	Arrive at Esperanza High School to meet with coaches, chaperones, students to review policies, behavioral expectations, and school's code of conduct.
12:00 p.m.	Depart from Esperanza High School
4:30 p.m.	Check into hotel
5:00 p.m.	Depart for game
6:00 p.m.	Game
8:00 p.m.	Team Dinner
10:00 p.m.	Lights out at 10pm

Saturday, June 29, 2024

9:00 a.m.	Breakfast
11:00 am.	Tournament Game
12 p.m.	Lunch and back to hotel to rest
2:30:00 p.m.	Depart for game
3:30 p.m.	Game
4:45 p.m.	Back to hotel to rest
6:45 p.m.	Dinner with the team and team bonding activity
8:30 p.m.	Head back to hotel
10:00 p.m.	Lights out at 10pm

Sunday, June 30, 2024

8:30 a.m.	Team Breakfast
11:00 a.m.	Check out of hotel
12:00 p.m.	Last game of the tournament. After the final game, dinner and depart for Esperanza High School.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**VALENCIA HIGH SCHOOL FIELD TRIP: BOYS BASKETBALL WESTMONT COLLEGE
TOURNAMENT**

Background:

The Westmont College Basketball Tournament will be held on June 28-30, 2024 at Westmont College in Santa Barbara, California. The Valencia High School varsity basketball team requests permission for eighteen students, two assistant coaches, and one head coach to attend this event. Accommodations for the group are at Westmont College dorms in Santa Barbara, California. The group will be transported by parent-driven vehicles. No school days will be missed.

This camp/tournament is an opportunity to prepare for the upcoming season and enhance team chemistry while also exposing student athletes to life on a college campus.

Financial Impact:

No cost to the district

Administrator:

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

**VALENCIA HIGH SCHOOL
WESTMONT COLLEGE BASKETBALL TOURNAMENT
Santa Barbara, California
June 28-30, 2024**

Itinerary

Friday, June 28

8:45 a.m. Student-athletes, parent drivers, assistant coaches, and head coach meet at Valencia High School to review policies, behavioral expectations, and school's code of conduct

9:00 a.m. Depart Valencia High School in coach-driven and parent-driven vehicles to Santa Barbara

11:30 a.m. Lunch en route

12:00 p.m. Arrive in Santa Barbara

1:00 p.m. Check into dorms

2:00 p.m. Scheduled games

5:00 p.m. Downtime, rest in dorms

6:00 p.m. Dinner

7:00 p.m. Chaperoned team activities, bonding

9:30 p.m. Back to dorms

10:00 p.m. Room check, lights out

Saturday, June 29

7:00 a.m. Wake-up call

8:00 a.m. Breakfast

10:00 a.m. Scheduled games

12:00 p.m. Lunch

2:00 p.m. Scheduled games

5:00 p.m. Downtime, rest in dorms

6:00 p.m. Dinner

7:00 p.m. Chaperoned team activities, bonding

9:30 p.m. Back to dorms

10:00 p.m. Room check, lights out

Sunday, June 30

6:30 a.m. Wake-up call

7:00 a.m. Breakfast

9:00 a.m. Game

10:00 a.m. Back to dorms, clean up

11:00 a.m. Check out

12:00 p.m. Depart Santa Barbara to Valencia in parent-driven vehicles and coach-driven vehicles

1:00 p.m. Lunch en route

3:00 p.m. Arrive at Valencia High School, parents pick up

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

EL DORADO HIGH SCHOOL FIELD TRIP: UNITED SPIRIT ASSOCIATION ELITE DANCE CAMP

Background

The United Spirit Association Elite Dance Camp will be held on July 22-25, 2024 at Knott's Berry Farm Hotel in Buena Park, California. The El Dorado High School dance team requests permission for twenty-three students and two coaches to attend this event. Accommodations for the group are at Knott's Berry Farm Hotel in Buena Park, California. The group will travel by parent-driven vehicles. No school days will be missed.

This camp will provide the students with a high level of dance technique as well as the opportunity for team bonding.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services
Joey Davis, Principal, El Dorado High School

**EL DORADO HIGH SCHOOL
UNITED SPIRIT ASSOCIATION ELITE DANCE CAMP
Buena Park, California
July 22-25, 2024**

Itinerary

Monday, July 22

11:00 a.m.	Arrive at Knott's Berry Farm Hotel to meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
11:15 a.m.	Check into hotel
12:00 p.m.	Lunch
1:00 pm.	Dance class
5:00 p.m.	Dinner
6:00 p.m.	Dance class
8:00 p.m.	Orientation meeting, snack
8:45 p.m.	In rooms
10:00 p.m.	Lights out

Tuesday, July 23

7:00 a.m.	Breakfast
8:00 a.m.	Dance class
11:30 a.m.	Lunch
1:30 p.m.	Dance class
5:00 p.m.	Dinner
6:00 p.m.	Workshop, evaluations
8:00 p.m.	Practice, snack
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Wednesday, July 24

7:00 a.m.	Breakfast
8:00 a.m.	Dance class
1:00 p.m.	Lunch
2:00 p.m.	Dance class, team building
4:30 p.m.	Dinner
6:30 p.m.	Workshops, evaluations
8:00 p.m.	Practice, snack
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Thursday, July 25

7:00 a.m.	Breakfast
8:00 a.m.	Dance class, evaluations
10:00 a.m.	Camp championships, final performances

12:30 p.m.

Parents pick up students and drive each student home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**ESPERANZA HIGH SCHOOL SCHOOL-SPONSORED FIELD TRIP: UNIVERSAL
CHEERLEADERS ASSOCIATION (UCA) TRADITIONAL OVERNIGHT CHEER CAMP**

Background

The Universal Cheerleaders Association Traditional Overnight Camp will be held on July 26-29, 2024 at the University of California, Santa Barbara. The Esperanza High School varsity and junior varsity cheer teams request permission for thirty-two students, two classified coaches, one certified teacher, and one chaperone to attend this event. Accommodations for the group will be at the University of California, Santa Barbara, in Santa Barbara, California. The group will travel by charter bus, arranged by the PYLUSD transportation department. No school days will be missed.

This camp is an opportunity to build relationships and bond as a team to prepare for the upcoming season. It will also allow the team to learn new skills and receive feedback from the Universal Cheerleaders Association (UCA) staff.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Executive Services
Gina Aguilar, Director of Student Services

**ESPERANZA HIGH SCHOOL
UNIVERSAL CHEERLEADERS ASSOCIATION (UCA) OVERNIGHT CAMP
Santa Barbara, California
July 26-29, 2024**

Itinerary

Friday, July 26

6:00 a.m.	Arrive at Esperanza High School meet with advisors, chaperones, students to review policies, behavioral expectations, and school's code of conduct
6:15 a.m.	Student checkin
6:30 a.m.	Depart from Esperanza High School
10:00 a.m.	Lunch
12:00 p.m.	Registration
12:30 p.m.	Program for day 1 begins
4:30 p.m.	Dinner
6:15 p.m.	Program for day 1 resumes
9:00 p.m.	Program for day 1 concludes
10:00 p.m.	Lights Out

Saturday, July 27

7:00 a.m.	Breakfast
8:30 a.m.	Program for day 2 begins
11:30 a.m.	Lunch
12:30 p.m.	Program for day 2 resumes
4:30 p.m.	Dinner
6:15 p.m.	Program for day 2 resumes
8:30 p.m.	Program for day 2 concludes
10:00 p.m.	Lights Out

Sunday, July 28

7:00 a.m.	Breakfast
8:30 a.m.	Program for day 3 begins
11:30 a.m.	Lunch
1:15 p.m.	Program for day 3 resumes
4:30 p.m.	Dinner
6:15 p.m.	Program for day 3 resumes
7:45 p.m.	Gatorade break
8:00 p.m.	Spirit night
8:30 p.m.	Program for day 3 concludes
10:00 p.m.	Lights Out

Sunday, July 29

7:00 a.m.	Breakfast
8:30 a.m.	Program for day 4 begins
9:30 a.m.	Camp Routine Championship
10:15 a.m.	Spirit Championship
11:30 a.m.	Final Awards and Pin it Forward
1:00 p.m.	Depart from University of California, Santa Barbara
2:00 p.m.	Lunch
5:00 p.m.	Arrive at Esperanza High School
5:15 p.m.	Students check out, picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

ESPERANZA HIGH SCHOOL FIELD TRIP: UNITED SPIRIT ASSOCIATION DANCE CAMP

Background

The Esperanza High School dance team requests permission to participate in United Spirit Association Dance Camp on July 28-July 31, 2024 in Indian Wells, CA. Transportation will be provided by parent-driven vehicles. The group will consist of fourteen students and two teacher advisors/coaches. The group will be staying at the Renaissance Esmeralda Hotel. No school days will be missed.

Esperanza High School dance team is a highly competitive dance team with state and national championship recognitions. Participation in this camp will allow the team an excellent opportunity for students to learn valuable technical and leadership skills that will be applied during each student's term as an Esperanza dance team member for the 2024-25 school year.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

**ESPERANZA HIGH SCHOOL
UNITED SPIRIT ASSOCIATION DANCE CAMP
Indian Wells, California
July 28-31, 2024**

Itinerary

Sunday, July 28

9:00 a.m.	Meet at Esperanza/Meet with dancers, chaperones, coaches/Review policies/behavioral expectations/school's code of conduct/Leave Esperanza High School/Parents driving students
10:00 a.m.	Arrive at Renaissance Esmeralda Hotel in Indian Wells / Check in
12:00 p.m.	Lunch
1:00 p.m.	Camp orientation and classes
6:00 p.m.	Dinner
7:00 p.m.	Routine evaluation and classes
10:00 p.m.	Lights out

Monday, July 29

7:00 a.m.	Wake up/Breakfast
8:00 a.m.	Technique classes and specialty workshops
12:00 p.m.	Lunch
1:00 p.m.	Technique classes and specialty workshops
5:00 p.m.	Dinner
6:00 p.m.	Team goal-setting and team-building workshops
10:00 p.m.	Lights out

Tuesday, July 30

7:00 a.m.	Wake up/Breakfast
8:00 a.m.	Technique classes and specialty workshops
12:00 p.m.	Lunch
1:00 p.m.	Technique classes and specialty workshops
5:00 p.m.	Dinner
6:00 p.m.	Squad goal-setting and team-building workshops
10:00 p.m.	Lights out

Wednesday, July 31

7:00 a.m.	Wake up/Breakfast
8:00 a.m.	Showcase – exhibition of routines learned throughout camp
12:30 p.m.	Check out/Parents pick up their students and drive them home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

**YORBA LINDA HIGH SCHOOL FIELD TRIP: ORANGE COUNTY LEADERSHIP CAMP FOR
2024-2025 ASB**

Background

Yorba Linda High School ASB requests permission to participate in the Orange County Leadership Camp, August 6-9, in Santa Barbara, California. The group will consist of forty-four students, three adult chaperones, and the activities director. Transportation will be provided by district charter bus. The group will stay in the rooms of the UC Santa Barbara campus.

The Yorba Linda student council is responsible for all student body funds and activities. The Orange County Leadership Camp is an excellent opportunity for students to build leadership skills, connect with other student leaders, set goals, and make plans for activities for the upcoming school year. Students attend various workshops and presentations and learn how to put their ideas into action.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

**YORBA LINDA HIGH SCHOOL
ORANGE COUNTY LEADERSHIP CAMP
Santa Barbara, California
August 6-9, 2024**

Itinerary

Tuesday, August 6

8:00 a.m.	Arrive at Yorba Linda High School Meet with advisors/chaperones; review policies, behavioral expectations, and the school's code of conduct Depart for Santa Barbara
11:00 a.m.	Registration/Room checkin (all day)
2:30 p.m.	Almost Anything Goes first round (12:30)
3:40 p.m.	Works Dinner A/School Meetings – Volleyball first/second round
5:45 p.m.	Dinner B/School Meetings
7:00 p.m.	General Session - March of the Flags (Thunderdome)
8:15 p.m.	Keynote Address - (Thunderdome)
10:00 p.m.	Dorm Lockout - All leaders must be in their dorms
10:30 p.m.	Floor Meetings/Snacks
11:00 p.m.	Lights Out

Wednesday, August 7

6:45 a.m.	Breakfast A
7:30 a.m.	Breakfast B
8:00 a.m.	Pictures/Volleyball
10:30 a.m.	Workshop B (Shop Talk)
11:45 a.m.	Lunch A/School Meetings
2:45 p.m.	Lunch B/School Meetings – Volleyball first/Second round Almost Anything Goes first round (12:30)
2:00 p.m.	General Session – March of the Flags (Thunderdome)
2:30 p.m.	Keynote Address 2 – (Thunderdome)
3:40 p.m.	Workshop C (Leadership)
4:45 p.m.	Dinner A/School Meetings – Volleyball Second/third round
5:30.m.	AAG second round
5:45 p.m.	Dinner B/School Meetings
7:00 p.m.	Team-building Session – TBA – Advisors Mtg. – Santa Rosa
8:15 p.m.	Talent Show Rehearsals – Event Center.
9:00 p.m.	Dance – Storke Plaza
10:30 p.m.	Dorm Lockout – All leaders must be in their dorms
11:00 p.m.	Lights Out

Thursday, August 8

6:45 a.m.	Breakfast A
7:30 a.m.	Breakfast B
8:00 a.m.	AAG third round
8:30 a.m.	Volleyball and Talent Show Rehearsal
9:45 a.m.	All School Workshop #1
10:45 a.m.	All School Workshop #2
11:45 a.m.	Lunch A

12:45 p.m.	Lunch B – Volleyball Fourth round
2:00 p.m.	All School Workshop #3
3:00 p.m.	All School Workshop #4
4:00 p.m.	Talent Show Rehearsal/ AAG Finals
4:45 p.m.	Dinner A – Volleyball fifth round
5:45 p.m.	Dinner B
7:00 p.m.	General Session (Thunderdome)
7:30 p.m.	Talent Show (Thunderdome)
9:00 p.m.	Dance – Storke Plaza
10:30 p.m.	Dorm lockout – All leaders must be in their dorms
11:00 p.m.	Lights Out

Friday, August 9

6:45 a.m.	Breakfast A
7:30 a.m.	Breakfast B
8:30 a.m.	Closing Ceremonies/Awards/Video
10:00 a.m.	Lunch Pick up – checkout and departure
2:00 p.m.	Arrival at Yorba Linda High School

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 7, 2024**

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR 2024-25 SCHOOL YEAR

Background

The issuance of emergency permits for general and special education teachers is necessary from time to time when a fully qualified person is not available or deemed qualified for a particular position. A Declaration of Need must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the district.

During a school year, teaching positions may become vacant, positions may be added due to growth, and/or a sufficient number of credentialed teachers may not be available. Therefore, it is occasionally necessary to issue emergency permits to eligible teachers to cover these classrooms. The Commission on Teacher Credentialing requires school districts to anticipate these needs and provide a declaration for any area that may be impacted in the future.

Financial Impact

There is no fiscal impact in approval of a Declaration of Need.

Administrator

Dr. Issaic Gates, Deputy Superintendent



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024-25
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Placentia-Yorba Linda USD District CDS Code: 66647
 Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5/7/2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

Dr. Issaic Gates		Deputy Superintendent
<i>Name</i>	<i>Signature</i>	<i>Title</i>
714 524-3034	714 985-8410	
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
1301 E Orangethorpe Ave, Placentia, CA 92870		
<i>Mailing Address</i>		
igates@pylUSD.org		
<i>Email Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____
 Name of State Agency _____
 Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2025.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Dr. Alex Cherniss

Superintendent

<i>Name</i>	<i>Signature</i>	<i>Title</i>
714 993-4875	714 986-7000	

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
1301 E Orangethorpe Ave, Placentia, CA 92870		

<i>Mailing Address</i>
acherniss@pylusd.org

<i>E-Mail Address</i>

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10 _____
Bilingual Authorization (applicant already holds teaching credential)	5 _____
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	15 _____
Teacher Librarian Services	1 _____
Emergency Transitional Kindergarten (ETK)	10 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	18
Special Education	15
TOTAL	33

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance	1	Science: Biological Sciences	2
English		Science: Chemistry	2
Foundational-Level Math	1	Science: Geoscience	2
Foundational-Level Science	2	Science: Physics	2
Health		Social Science	
Home Economics		Theater	2
Industrial & Technology Education	2	World Languages (specify)	2 (ASL)

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program?

Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

Hope International University

National University

CSULB

If no, explain why you do not participate in an internship program.

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
May 7, 2024**

**UNIVERSITY OF LA VERNE, LAFETRA COLLEGE OF EDUCATION FIELDWORK AGREEMENT,
MAY 8, 2024 TO MAY 7, 2027**

Background

The Placentia-Yorba Linda Unified School District and the University of La Verne would like to renew a partnership in placing fieldwork students enrolled in the university undergraduate level programs and graduate level programs in our classrooms.

Providing future interns and credential candidates an opportunity to participate in the fieldwork experience helps to assure that they are adequately trained and possess the necessary skills to be competent employees. All students are carefully screened by the University to assure that they are fully qualified prior to placement in the classroom.

Participation by our district with the University of La Verne in the placement of students assists us in the recruitment of future teachers and administrators.

Financial Impact

\$150 stipend per student teaching assignment and \$200 per semester for interns

Administrator

Dr. Issaic Gates, Deputy Superintendent

**LAFETRA COLLEGE OF EDUCATION
FIELDWORK AGREEMENT**

This Agreement is made and entered into this 8th day of May 2024 by and between **Placentia-Yorba Linda Unified School District (District)** and **University of La Verne (University)** to set forth the terms and conditions under which District and University will jointly undertake an affiliation to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to its students enrolled in the University's undergraduate and graduate programs.

Undergraduate Level Programs

Child Development
Educational Studies

Graduate Level Programs

Administrative Services Credential
Administrative Services Intern Credential
Child Development/TK Certificate/PK-3 ECE Specialist Credential
Educational Counseling Credential/Masters
Educational Counseling Intern Credential
Education Specialist: Mild/Moderate Preliminary Credential
Education Specialist: Mild/Moderate Preliminary Intern Credential
Education Specialist: Extensive Support Needs Preliminary Credential
Education Specialist: Extensive Support Needs Prelim Intern Credential
Multiple Subject, PK-3, and Single Subject Credential
Multiple Subject, PK-3, and Single Subject Intern Credential
School Psychology Credential
School Psychology Intern Credential

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, University and District agree as set forth below.

GENERAL PROVISIONS

1. Description of Fieldwork Experiences. The University is accredited by the California Commission on Teacher Credentialing (CCTC) as a credential granting institution and desires to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to its students enrolled in the University's undergraduate programs: Educational Studies and Child Development programs and graduate programs: Multiple, PK-3, and Single Subject Teacher Education program, Education Specialist program, Child Development program, Educational Counseling program, School Psychology program, and Administrative Services program curricula.

2. Intern Programs. The University of La Verne's LaFetra College of Education offers Internship Programs in Multiple, PK-3, and Single Subject Teaching, Education Specialist Mild/Moderate or Extensive Support Needs, School Counseling, School Psychology, and Administrative Services for qualified students. These internship programs provide a process whereby selected, qualified individuals may be employed as Multiple, PK-3, and Single Subject teachers, education specialist teachers, counselors, psychologists, and school administrators in participating public schools and concurrently meet the University of La Verne's requirements in professional education. These internship requirements are consistent with the current Multiple, PK-3, and Single Subject teaching, education specialist teaching, counseling, psychology, and administrative services credential programs; provisions detailed in Exhibit 1.

Under this contract, the District shall provide intern experiences for the Multiple, PK-3, and Single Subject credential program, Education Specialist program, Educational Counseling program, School Psychology program, and the Administrative Services program.

Under this contract, the District shall provide intern experiences for the Multiple and Single Subject credential program, PK3 credential program, Education Specialist program, Educational Counseling program, School Psychology program, and the Administrative Services program. The University of La Verne stipulates that the intern's services meet the instructional or service needs of the district. As part of the intern placement process, University of La Verne and participating districts certify that interns do not displace certificated employees in participating districts.

Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.

Interns earning a PK3 credential are required to complete a minimum of 200 hours in a PK/TK placement and a minimum of 200 hours in K-3.

3. **Compensation.** It has been determined between the Parties hereto that the payments for Multiple, PK-3, and Single Subject candidates and Education Specialist candidates be made to the District under this agreement do not exceed the actual cost of the District of the services rendered by the District and that there is an understanding that the University does not provide stipends to the District for Educational Counseling, School Psychology, Administrative Services, Educational Studies and Child Development programs;

Introductory Supervised Teaching - \$150.00 per student teaching assignment for each student in full-day introductory directed teaching.

Advanced Supervised Teaching - \$150.00 per student teaching assignment for each student in full-day directed teaching.

Intern Teaching: Multiple, PK-3, and Single Subject and Education Specialist School-Site Support Providers receive a stipend of \$200 for each semester they have an intern.

4. **Nondiscrimination.** The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status, or any other status protected by applicable national, federal, state, or local law.

UNIVERSITY'S RESPONSIBILITIES

5. **Academic Program Administration.** University will be responsible for coordination and administration of the Students' academic experience. University shall have full authority to determine the requirements for each Student's matriculation and participation in their program, and for decisions regarding grading, awarding of academic credit, and the awarding of credentials and degrees.

Program Curriculum and Administration. University shall design and deliver to District the curriculum for the student's program, including development of Student learning objectives, evaluation criteria, reporting requirements, orientation plan, and identification of appropriate learning activities during placement at District. University shall also assure the quality of the placement, and modify it as needed to reflect evaluative input received from District.

5.1 University Policies. University shall provide Placement Site a statement of its policies on illness and injury, time loss for special events, class attendance requirements, and any other policy applicable to Student performance during their fieldwork experience.

5.2 Evaluation Tools. University will provide forms for the evaluation of Students or develop student performance evaluation tools in conjunction with District.

6. Faculty Liaison. University will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Placement Site, who shall be responsible for the Students. University agrees to notify Placement Site in writing of any change of its Faculty Liaison. School's liaison will coordinate with the Placement Site Supervisor and/or designated Placement Site contact at the beginning and end of the placement experience to solicit Placement Site input regarding the Fieldwork Program.

7. Students. University will select and adequately prepare Students for participation in the Fieldwork Program at Placement Site and will notify Placement Site in writing of any change in a Student's status.

7.1 Academic Information. University will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide Placement Site information pertaining to relevant education and training for all Students participating in the Fieldwork Program.

7.2 Additional Required Documentation. Prior to the arrival of Students at the Placement Site, University will verify that Student has satisfied any and all screening and placement requirements required by Placement Site. Prior to any University student entering a District Placement Site to complete fieldwork, practicum, or supervised teaching, he/she must have TB clearance and be cleared by the state with either a Certificate of Clearance or other form of DOJ clearance.

7.3 Discipline. University agrees to discipline Students willfully violating Placement Site rules, policies, procedures, or standards of professional conduct.

8. Adherence to Placement Site Policies. University shall require that Students adhere to Placement Site rules, policies, procedures, and standards of professional conduct.

8.1 Identification. If required by Placement Site, University shall require that Students wear Placement Site identification tags.

9. Withdrawal and/or Removal of Students. University is responsible for removal and withdrawal of a Student from the Fieldwork Program if Placement Site or University determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by Placement Site to be unacceptable, Placement Site shall have the right to immediately correct the situation, which may include a demand for removal of the Student from Placement Site facilities, and University agrees to honor any such demand.

10. Insurance. University shall carry and maintain at least \$1,000,000 per occurrence and \$3,000,000 in General Aggregate commercial general liability insurance and provide District with an additional covered party endorsement naming the District as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the District within thirty (30) days to keep the contract in force. If the University changes insurance carriers, District must be notified thirty (30) days prior to change.

DISTRICT'S RESPONSIBILITIES

11. Fieldwork Learning Experience. The District will provide experiences through fieldwork and directed teaching for Multiple, PK-3, Single Subject, and Education Specialist candidates. The District will provide practicum and fieldwork experiences for Educational Counseling, School Psychology, and Administrative Services candidates. Educational Studies candidates shall be provided fieldwork experiences, and Child Development candidates shall be provided fieldwork and supervised teaching experiences. These experiences will be provided in schools and classes of the District, for students of the University who qualify for such assignments, under the direct supervision and instruction of such credentialed employees of the District, as the District and the University, through their duly authorized representatives, may agree upon.

Directed teaching for Multiple, PK-3, and Single Subject credential candidates shall be deemed to include all supervised student teaching in the University's two supervised teaching courses.

12. Placement Site Supervisors. In accordance with the specific terms of the applicable letter agreement, District and/or Placement Site, will designate in writing Placement Site Supervisors to supervise the learning experiences of the Students, and will designate in writing at least one person to serve as contact with University personnel to assure mutual participation in and review of the Fieldwork Program and Student progress. Placement Site will notify appropriate University program in

writing of any change or proposed change of the Placement Site Supervisor or designated contact person.

Programs as used herein and elsewhere in this agreement means active participation in the duties and functions of either classroom teaching, fieldwork experiences, practicum experiences, supervised teaching, or directed teaching, under the direct supervision and instruction of employees of the District holding a valid credential, with a minimum of three years of exemplary experience as a classroom teacher, school counselor, school psychologist, or site administrator, issued by the California Commission on Teacher Credentialing.

For interns in the classroom, the site-support provider should assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing children's language needs and documenting progress, and for support for the intern to language accessible instruction through in-classroom modeling and coaching as needed.

13. a. Evaluation and Reporting. Placement Site will submit required reports on each Student's performance and will provide an evaluation to University on forms provided by University. Placement Site will notify University of any significant situation or problem that may threaten the successful completion of the Fieldwork Program by the Student.

b. Privacy of Education Records. Placement Site acknowledged that University is subject to the Family Educational Rights and Privacy Act (FERPA) and that personally identifiable information and other matters directly related to a student either disclosed by the University to Placement Site or created by Placement Site in connection with the Fieldwork Program: (1) shall not be disclosed or re-disclosed to any person or entity other than University officials without the prior written consent of the Student, except as provided below; and (2) shall be viewed only by Placement Site officials or staff who have a legitimate need to view such information to verify the qualifications of the Student to participate in the Fieldwork Program or in connection with evaluation and reporting the Student's performance to University. Placement Site may disclose/re-disclose the Student's information as required by a State, Federal or accreditation, or as otherwise required pursuant to law.

c. Professional Development Plan

The employing district will collaborate with the University of La Verne in developing an annual support plan for the intern. The plan shall include all the following:

1. Provisions for an annual evaluation of the intern.
2. A description of the courses to be completed by the intern and a plan for the completion of preservice or other clinical training, if any, including student teaching.

3. Additional instruction during the first semester of service, for interns teaching in preschool through third grade inclusive, in teaching methods and in inclusive settings for pupils with mild and moderate disabilities.
4. Instruction, during the first year of service for interns teaching children in bilingual classes, in the methods of teaching multilingual children.

d. Support Hours

Interns receive support from the University of La Verne in partnership with their employing district. The support hours must total 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners. Support hours are documented on the intern support log.

LIABILITY AND INDEMNIFICATION

14. Indemnification. University shall indemnify and hold harmless, defend the Placement Site, and each of its governing board, officers, partners, employees or agents (each of which person an organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the University, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement, except to the extent caused by the negligent or intentional conduct of any Indemnitee. The foregoing indemnity and hold harmless obligation of the University includes and applies without limitation to injury or damage to the District, Placement Site, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

TERM AND TERMINATION

15. Term. This Agreement is effective beginning May 8, 2024 and will continue in effect for three years, unless terminated in accordance with Section 16. The parties may renew this Agreement for an additional five-year term by written agreement prior to the termination date.

16. Termination. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice; however, in the event an academic term/semester has commenced, such notice shall not become effective until the academic term/semester has concluded. Students in good standing currently participating in the Fieldwork Program that is in progress at the time of termination may complete that fieldwork experience.

16.1 Immediate Termination as to Individual Students. Placement Site reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption.

MISCELLANEOUS PROVISIONS

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

18. Amendment. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

19. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of California.

20. Representatives. The parties designate an individual as their respective representative (each, a "Representative") to manage their respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by University or Placement Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Placement Site Representative	University Representative
Name: Adriana Gjersvold	Name: Clinical Teaching Office
Address: 1301 E. Orangethorpe Ave. Placentia, CA 92870	Address: 1950 Third St. La Verne, CA 91750
Tel: (714) 986-7000	Tel: (909) 448-4573
Email: agjersvold@pylusd.org	Email: ctooffice@laverne.edu

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

21. Survival. University and Placement Site expressly intend and agree that Section 14 of this Agreement will survive the termination of this Agreement for any reason.

22. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

23. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

24. Mutual Representations and Warranties. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

The following signatures hereby indicate approval of this Agreement:

UNIVERSITY OF LA VERNE

PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT

("University")

("District")

By _____

By _____

Dr. Risa Dickson, Ph.D.
Interim Provost

Gary Stine

(Name)

Asst. Superintendent of Admin. Svs.

(Title)

May 8, 2024

(Date)

(Date)

TITLE
Exhibit 1

Intern Credential Program Eligibility:

These programs permit the students to become eligible for the intern credential if the student has:

Multiple, PK-3, and Single Subject credential Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed the program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Subject matter competence: CSET
6. Passed CBEST
7. Been offered employment as a classroom teacher in the credential subject area
8. U.S. Constitution
9. Speech

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University and the District.

Education Specialist Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Subject matter competence: CSET
6. Passed CBEST
7. Been offered appropriate employment as either an education specialist, mild-moderate teacher or extensive needs support teacher depending on candidate's program
8. Complete previous experience in a special education classroom

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University and the District.

Educational Counseling Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Passed CBEST
6. Letters of recommendation
7. Personal statement
8. Been offered employment as a school counselor

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University.

School Psychology Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Passed CBEST
6. Letters of recommendation
7. Personal statement
8. Been offered employment as a school psychologist

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University.

Administrative Services Intern Eligibility

1. Preliminary or clear teaching credential or other appropriate credential
2. Admitted into program and completed program's prerequisite course requirements
3. Minimum three years teaching or other appropriate experience
4. Letters of recommendation
5. Personal statement
6. Been offered employment as a school administrator

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University.

RESPONSIBILITIES OF PARTICIPATING DISTRICT

The participating District has the following responsibilities:

1. To assist in the screening of interns;
2. To screen and employ qualified interns;
3. To determine the salary of each intern in accordance with District policies;
4. To identify and assign an individual who holds the appropriate valid California Credential (for the applicable program), to provide on-site supervision of the internship teacher, counselor, psychologist, or administrative services candidate throughout the internship experience.
5. To assume appropriate responsibilities for preparing the intern for full credentialing, including advising, supervising, evaluating and recommending the intern for the credential.
6. District shall assign each intern a site supervisor, who along with the University, shall supervise the intern on a regular basis, in order to fulfill Commission on Teacher Credentialing support hours.

EVALUATION

The Multiple, PK-3, and Single Subject Internship Program, Education Specialist Mild/Moderate or Extensive Support Needs Internship Program, Educational Counseling Intern Program, School Psychology Intern Program, and the Administrative Services Intern Program Evaluation Plan will be conducted by the

individual Departments of the LaFetra College of Education of the University of La Verne, in cooperation with approved participating District. The evaluation plan will include the following components:

1. evaluation of candidates prior to admission to the program
2. continuing evaluation during the period of internship counseling
3. final evaluation prior to recommendation to CCTC
4. follow-up of graduates
5. evaluation of the program

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
May 7, 2024**

**LEARNING ACTIVITY PLACEMENT AGREEMENT, CALIFORNIA STATE UNIVERSITY,
FULLERTON, OCTOBER 21, 2024 – OCTOBER 20, 2027**

Background

The Placentia-Yorba Linda Unified School District and California State University, Fullerton, wish to renew a partnership in placing students from their Learning Activity Program in our classrooms. In order to begin a partnership, it is necessary to approve the Learning Activity Placement agreement.

Providing university students with a student-focused learning experience will allow students to enrich their academic experience through classroom interaction with children and teachers. The Learning Activity Site and the University are committed to allowing students to select the learning activity and Learning Activity Site that best meets their individual academic needs and goals.

Financial Impact

No cost to the district

Administrator

Dr. Issaic Gates, Deputy Superintendent

California State University, Fullerton Learning Activity Placement Agreement

This Learning Activity Placement Agreement (“**Agreement**”) is between the Trustees of the California State University on behalf of **California State University, Fullerton (“University”)** and the agency identified below (“**Learning Site**”) concerning University-approved unpaid experiential learning activities for which University students receive academic credit via course enrollment (“**Learning Activities**”). In consideration of the mutual promises set forth below, the University and Learning Site (“**parties**”) agree as follows;

Please enter the name of your organization, which is named as the “Learning Site” throughout this agreement.

Please enter the same organization name that you used when creating your account in Titan Connection.

I. Learning Site's Responsibilities

- A. Identify the student’s supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Upon request, enter offered positions into University’s Titan Connection system. Provide University and student with an accurate and sufficiently detailed written description of the Learning Activities, as well as your expectations of the student, such that they can be reasonably evaluated for academic merit and risks.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with Learning Site’s clients.
- E. If applicable, inform student of any background check, fingerprinting and/or tuberculosis test requirements you may have; obtain and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by University and contact University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at Learning Site.

H. Learning Activities shall not occur in a personal residence unless prior written permission is given by the University

I. Where Learning Activities are approved by University as one hundred percent (100%) remote or virtual, Learning Site agrees that all Learning Activities will take place away from the Learning Site address.

J. Ensure that Students do not enter a personal residence of any client or other entity served by Learning Site without being accompanied by an appropriate Learning Site representative.

K. Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of his/her duties under Agreement.

K. Ensure that students are not left alone for any amount of time with minors, elderly individuals or any other vulnerable population and that supervision by an appropriate Learning Site representative of the students will be provided at all times.

II. University's Responsibilities

A. The University will advise the student(s) of their responsibility to:

1. Participate in all training required by the Learning Site.
2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
4. Abide by the Learning Site's rules and standards of conduct.
5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

B. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.

C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

D. Review Learning Activities submitted by Learning Site into Titan Connection for academic credibility and risk management compliance. University retains full discretion over the ongoing approval of Learning Activities at all times.

III. General Provisions

A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

F. Students participating in a learning activity for academic credit at Learning Site are not officers, employees, agents or volunteers of the University.

G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

H. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such modification, amendment or supplement to this Agreement is in writing and executed by an authorized representative of each party. This Agreement supersedes any and all previous Learning Activity Placement Agreements, whether written or oral, between the Parties.

I. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination, harassment and retaliation.

J. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All disputes related to this Agreement shall be resolved in the state or federal courts located in Orange County, California.

K. Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

L. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

Learning Site:

Name of Learning Site

Placentia-Yorba Linda USD

Name

Gary Stine

Title

Assistant Superintendent of Administrative Services

Phone Number

7149858417

Email

gstine@pylusd.org

By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that they are authorized to sign on behalf of and to bind their party to all of the terms and conditions of this Agreement.

Any mark in this box indicates agreement by the authorized signer. Please sign as legibly as possible.

Authorized Signature

Clear signature

Printed Name and Title:

Gary Stine, Assistant Superintendent

Date

May

Day

2024

University:

California State University Fullerton

Contracts & Procurement

657-278-5230

c_and_p@fullerton.edu

This agreement is not fully executed until signed by an authorized representative of CSU Fullerton.

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
May 7, 2024**

**CALIFORNIA STATE UNIVERSITY'S CALSTATE TEACH PROGRAM, MEMORANDUM OF
UNDERSTANDING, MAY 8, 2024 – MAY 8, 2027**

Background

The Placentia-Yorba Linda Unified School District and the CalStateTEACH Program have enjoyed a successful partnership in placing student interns in our classrooms. In order to continue our partnership, it is necessary to renew our student intern agreement.

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization and is accredited by the California Commission on Teacher Credentialing with approval to offer intern options in these programs. It is at the sole discretion of the district to hire a university candidate for a paid intern position.

Participation by our district with the CalStateTEACH Program in the placement of student interns assists us in the recruitment of future teachers and qualified substitute teachers.

Financial Impact

District general funds

Administrator

Dr. Issaic Gates, Deputy Superintendent



California State University’s CalStateTEACH Program

**Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Placentia-Yorba Linda Unified School District (“District”) and the California State University’s CalStateTEACH Program (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing (“Paid Interns”) will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning May 8, 2024 and ending May 8, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives



regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed



mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.



- 7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument

Signed this _____ date of _____.

School District Designee

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
May 7, 2024**

**CERRITOS COMMUNITY COLLEGE DISTRICT, CLINICAL-PRACTICUM AGREEMENT, MAY 8,
2024 – MAY 8, 2027**

Background

The Placentia-Yorba Linda Unified School District and Cerritos College wish to renew the agreement which allows placement of speech-language pathology assistant program students into our classrooms.

Due to the shortage of speech-language specialists and to comply with IEP requirements, these students will aid in providing needed services. All students are carefully screened by the college to assure that they are fully qualified prior to placement in the classroom.

Participation by our district with Cerritos College will assist us in the recruitment of future speech-language specialists.

Financial Impact

No cost to the district

Administrator

Dr. Issaic Gates, Deputy Superintendent



Cerritos College

CLINICAL-PRACTICUM AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT

Contract No.C2400000228

This Clinical-Practicum Agreement ("Agreement") is made and entered on **May 8, 2024**, between the **Cerritos Community College District** ("District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Placentia Yorba Linda Unified School District**, ("Site" or "Facility"), with its principal place of business at 1301 East Orangethorpe Avenue, Placentia, CA 92870-5302. District and Facility are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The Facility and/or its owners are licensed by the State of California.

B. District is an institution of higher learning authorized pursuant to California law to offer health care or educational program(s) and to maintain classes and such program(s) at facilities for the purpose of providing clinical or practicum training for students in such classes.

C. Facility operates services within its premises which are suitable for District's clinical or practicum training programs ("the Program(s)") in the area of Speech, Language Pathology Assistant. District desires to establish the Program(s) at Facility for the students of the District enrolled in the Program(s). Facility desires to support the Program(s) to assist in training students of District.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties authorize the Program(s) at Facility.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. RESPONSIBILITIES OF DISTRICT

1.1 Academic Responsibility. District shall develop the Program(s) curriculum and shall be responsible for offering an eligible Program, if necessary, for accreditation and approval by any state board or agency. The District will have faculty provide: (a) job responsibilities of



Cerritos College

the faculty as related to Program's written objectives/student learning outcomes (SLOs) and (b) delineate orientation responsibilities for faculty and students.

1.2 Number of Students. District shall designate and notify Facility of the students who are enrolled and in good standing in the Program(s) to be assigned for training at Facility's premises in such numbers as are mutually agreed upon between Facility and District. District and Facility will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. District shall provide orientation to all students and all students with clinical instruction and basic skills prior to the clinical experience at Facility.

1.4 Discipline. District shall be responsible for counseling, monitoring and disciplining students at Facility.

1.5 Documentation and Grading District shall maintain attendance and academic records of students participating in the Program(s). District shall implement and maintain an evaluation process of the students' progress throughout the Program(s). The final evaluation and assigned grade are the ultimate responsibility of the District's faculty and specifically, the instructor of record.

1.6 Background Check. District or Facility may conduct a background check on each student if required by Facility. At a minimum, the background check may include the following: verification of identity (social security trace); recent criminal background check.

1.7 Health Clearance. District shall require that each Student complies with Facility's requirements for immunizations, tests, which may include, but not be limited to: (a) an annual health examination, (b) Proof of TB Clearance (c) Proof of immunization or immune titers to Rubella, Rubella, Mumps, and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (e)-(f).

1.8 Facility Policies and Procedures. District shall provide that each student is aware of all applicable Facility policies and procedures and that each student be aware of all Facility policies and procedures, and any additional requirements and restrictions agreed upon by representatives of Facility and District. District shall advise students that they are not permitted to interfere with the activity or judgment of the facility staff in administering care in the context of training.

1.9 Supplies and Equipment. District shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s).

1.10 Confidentiality. District shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health



Cerritos College

Insurance Portability and Accountability Act (HIPPA) of 1996 and the implementation regulations thereunder. Students shall not have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of care. District shall require that students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, District shall require that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s). District shall instruct students regarding confidentiality of information of clientele at educational facilities which are in compliance with and have legal obligations pursuant to the Family Educational Rights and Privacy Act (FERPA) of 1974, and the implementation regulations thereunder. Students may only access a client's record where necessary in the regular course of care. District shall also require that all students maintain the confidentiality of any client and other information received in the course of the Program(s). Further, District shall instruct students to not discuss, transmit, or narrate in any form any client's information of a personal nature, educational or otherwise, except as a necessary part of the client's educational or treatment plan or the Program(s).

1.11 Accreditation. District shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF FACILITY

2.1 Access. Facility shall permit nonexclusive access to the Program(s) to those students designated by District as eligible for participation in the Program(s) at Facility, provided such access does not unreasonably interfere with the regular activities at the Facility. Facility agrees to provide qualified students with access to clinical areas and patient/client care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy.

2.2 Implementation of Program(s). Facility agrees to cooperate with and assist in the planning and implementation of the Program(s) at Facility's premises for the benefit of students from District.

2.3 Learning Environment. The Facility shall give assurance of the availability and appropriateness of the learning environment in relation to the program's written objections. The Facility shall provide adequate staffing in number and quality to provide safe and continuous (health care) services to clientele where students are obtaining experience; students shall not be included in regular staffing assignments. Service rendered by the student under supervision during the experience is to be considered part of the planned learning experience. The Facility shall designate a person to serve as coordinator and liaison between the Facility and the instructional staff of the District. The instructional staff shall provide the Facility a description of the responsibilities of faculty.

2.4 Orientation. The Facility shall provide faculty and students an orientation and



Cerritos College

access to their materials and resources. The Facility will specify the responsibilities and authority of the facility's staff as related to the program and to the education experience of the students. Facility agrees to make available to qualified students of the District access to its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.

2.5 Instruction and Supervision. Facility shall instruct students in their clinical training at Facility's premises with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training. Students will be supervised in order to maintain compliance with applicable state professional licensing agency standards, when applicable.

2.6 Compliance. Facility shall maintain premises so that it conforms to the requirements of the State of California

2.7 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, District understands and agrees that Facility, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Facility patients. Further, District and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Facility policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Facility philosophy and values.

2.8 Space and Storage. The Facility shall provide the following physical facilities for the students of the District where available:

- (1) Reasonable use of parking areas to the Facility.
- (2) Locker, dressing rooms and lactation rooms, with sensitivity to gender identity, as needed.
- (3) Conference/classrooms for regular scheduled meetings, if available.
- (4) Clientele charts, computers, etc.
- (5) Procedure books, policy manuals.
- (6) Standard reference books, internet, and/or intranet, where available.
- (7) Supplies and equipment, as used for client care, for the purpose of demonstration and practice.
- (8) Use of the Facility library, if available.

2.9 Removal of Students. Facility shall have the absolute right to determine who will administer care to its patients/clients. In the event that any student, in the sole discretion of the Facility, fails to perform satisfactorily, fails to follow Facility policies, procedures and regulations, or fails to meet Facility standards for health, safety, security, cooperation or ethical behavior, Facility shall have the right to request that District withdraw the student from the Facility. District shall review Facility's request within ten (10) days of receipt of



Cerritos College

notice from Facility. Notwithstanding the foregoing, if any student represents a threat to patient/client safety or personnel, Facility may immediately exclude student from Facility until final resolution of the matter with District. Representatives of the District and the Facility will confer to review the Facility's need to remove the student. Before any removal occurs Facility shall notify District's representative of its concerns so District may take appropriate action.

2.10 First Aid. Facility shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Facility shall be billed to the student or District at Facility's normal billing rate for private-pay patients. Except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student.

2.11 Statement of Adequate Staffing. Facility acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for regular staff necessary for reasonable staffing coverage.

2.12 Authority. Facility shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. MUTUAL RESPONSIBILITY

3.1 The District, including its faculty, staff, and students and the Facility share responsibility for creating an appropriate learning environment that includes both formal and informal learning activities which adhere to the values and ethical standards of the Program(s) and the Facility. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. Facility shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the District.

3.2 Accommodations. All health facilities are required to provide reasonable accommodations to students with disabilities consistent with the requirements of Section 504 of the Americans with Disabilities Act. A denial of an accommodation at a clinical placement may occur only where a modification of procedures and/or a provision of auxiliary aids would fundamentally alter the nature of an assignment and/or the Program.

The District is committed to working with Facility when accommodation is necessary. To prepare for and support this process, when needed, the District's Office of Academic Affairs will contact you to make note of your employee, by name or position title, who will be responsible for coordinating at your facility accommodations for student with disabilities.



Cerritos College

The Facility shall permit its paraprofessional employees to participate in the educational program as resource persons and experts, providing such participation does not interfere with assigned duties.

4. RELATIONSHIP OF THE PARTIES

4.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for **three (3) year(s)** unless terminated sooner as provided herein.

4.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other Party. To the extent reasonably possible, Facility will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Facility, was satisfactorily participating in the Program(s).

4.3 Independent Contractor. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

4.4 Role of Students. It is not the intention of District or Facility that any student occupy the position of third-party beneficiary of any obligations assumed by Facility or District pursuant to this Agreement.

4.5 Publicity. Neither District nor Facility shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other Party or its facilities with respect to the Program(s) without the prior written consent of the other Party.

4.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Facility.

5. GENERAL PROVISIONS

5.1 Insurance. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:



Cerritos College

- (a) **Workers' Compensation:** Statutory Form.
- (b) **Employers' Liability:** \$1,000,000 per occurrence.
- (c) **Commercial General Liability:** \$3,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
- (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

5.2 **Indemnification.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.3 **Entire Agreement; Amendment.** This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the Parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the Parties. This Agreement may be amended but only by an instrument in writing signed by both Parties to the Agreement. The Parties agree to amend this Agreement to the extent reasonably necessary for Facility or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

5.4 **Assignment.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.

5.5 **No Third-Party Rights.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

5.6 **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.



Cerritos College

5.7 Non-Discrimination. During the performance of the Agreement, Facility shall not deny the Agreements benefits to any person on the basis of race, creed, color, religion, national origin, ancestry, sex, age, nursing condition, marital status, sexual orientation, veteran status, or any other category protected by law. There shall be no discrimination on the basis of physical or mental handicap of disability provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

Facility shall provide that the selection, evaluation, and treatment of employees, and students are free of such discrimination. Further, the Facility and District shall comply with all applicable local, state, and federal laws and regulations and District policy respecting nondiscrimination.

5.8 Force Majeure. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

5.9 Notices. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below:



Cerritos College

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District

11110 Alondra Boulevard
Norwalk, CA 90650-6203

Elizabeth Riley, PhD
Instructional Dean, Health Occupations
Tel: (562) 860-2451 ext.2554

Susan McDonald, MS, CCC-SLP
Department Chair and Director
Speech-Language Pathology Assistant
ProgramTel: (562) 860-2541 ext.3517

PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT:

Gary Stine, Asst. Superintendent

(Name & Title)

Tel: _____

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

For Notices:

Fax: _____

5.10 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

5.11 Execution in Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original document.

5.12 Non-Waiver. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

5.13 Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.



Cerritos College

5.14 Entire Agreement; Modification of Agreement. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT:

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____

By: _____

Signature

Signature

Gary Stine,
Assistant Superintendent

Typed or Printed Name, & Title

Typed or Printed Name, & Title

gstine@pylusd.org

E-mail

95-6002435

Tax Identification Number (EIN)

Date: _____

Date: _____



Exhibit "A"

TEACHER-LEARNER EXPECTATIONS

The District holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of clinical education, the term "teacher" is used broadly to include peers, full-time and volunteer faculty members, clinical preceptors, and licensed professional staff from whom students learn.

GUIDING PRINCIPLES:

1. Duty. Educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the profession's social contract with its patients/clients.
2. Integrity. Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.
3. Respect. Respect for every individual is fundamental to the ethic of health care and education. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to require that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers will:

1. Treat students fairly and respectfully
2. Maintain high professional standards in all interactions
3. Be prepared and on time
4. Provide relevant and timely information
5. Provide explicit learning and behavioral expectations early in a course
6. Provide timely, focused, accurate and constructive feedback on a regular basis and



thoughtful and timely evaluations at the end of a course or clinical experience.

7. Display honesty, integrity and compassion
8. Practice insightful questioning, which stimulates learning, critical thinking, and self-discovery.
9. Solicit feedback from students regarding their perception of their educational experiences
10. Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students will:

1. Be courteous of teachers and fellow students
2. Be prepared and on time
3. Be active, enthusiastic, curious learners
4. Demonstrate professional behavior in all settings
5. Recognize that not all learning stems from formal and structured activities
6. Recognize their responsibility to establish learning objectives and to participate as an active learner
7. Demonstrate a commitment to life-long learning, a practice that is essential for professional development.
8. Recognize personal limitations and seek help as needed
9. Display honesty, integrity and compassion
10. Recognize the privileges and responsibilities coming from the opportunity to work with patients or clients in a clinical setting
11. Recognize the duty to place patient/client welfare above their own



Cerritos College

12. Recognize and respect patients'/clients' rights to privacy
13. Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students:

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.



Cerritos College

Accommodations and Anti-Discrimination Certification

Placentia Yorba Linda Unified School District

Establishment Name

1301 East Orangethorpe Avenue

95-6002435

Address

IRS/EIN

Speech-Language Pathology Assisstant

Program Affiliate [MA/DA/PTA/Nursing, etc.]

1. The institution has a written policy statement prohibiting discrimination, harassment, and retaliation Yes No
2. The institution has a system for determining if its practices are discriminatory against protected groups Yes No
3. Where problems are identified, the institution has a system for taking reasonable corrective action (if so, provide a copy of the policy/procedure, if available). Yes No
4. In the event that reasonable accommodations are requested to perform the essential functions of a placement, the institution has someone identified that can assist the College in conducting the interactive process to determine what, if any, accommodation should be provided. Yes No

If yes to No. four (4) above, please provide the contact information for the person:

Name and Title

Phone Number

Email Address

By signing below, I certify all information is true and correct to the best of my knowledge.

Printed Name

Signature

Date

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
 CLASSIFIED HUMAN RESOURCES REPORT
 Board of Education Regular Meeting
 May 7, 2024**

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Rama Alessa	Noon Duty	Mabel Paine	04/19/24
Paula Braseny	Noon Duty	Travis Ranch ES	04/22/24
Graciela Dominguez	Bil Preschool Paraeducator	Melrose	04/19/24
Alexander Guzman	Instr Asst PE	Melrose/Rose Dr	04/29/24
Sarah Jimenez	Instr Asst Music	Elem Music	04/17/24
Marisa Lansley	Child Care Tchr I	Morse	05/07/24
Camelia Lazuran	Child Care Tchr I	Fairmont	04/30/24
Mitchell Meza	Bus Driver	Transportation	04/11/24
Danielle Miller	Noon Duty	Sierra Vista	04/12/24
Charles Robertson	Nutr Svs Wkr	YLHS	04/17/24
Estevan Salgado	Instr Asst PE	Travis Rch/Bryant Rch	04/15/24
Allison Sanchez	Noon Duty	Tynes	05/08/24
Rion Santamaria	Campus Suprvsr	Esperanza	05/07/24

<u>Termination</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
#5475	SPED Asst	Golden	Medical Layoff	04/05/24
#16687	RBT	SPED	Did Not Pass Prob	04/23/24

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Joseph Goddard	SPED Aide III	SPED Int Asst	04/09/24
Jessica McConnell	Noon Duty FTE .1875	Noon Duty FTE .2188 Sierra Vista	04/15/24
Guadalupe Mendoza-Paz	CC Lead Tchr 10 mo	CC Lead Tchr 12 mo	04/08/24
Saharai Nunez Yeo	Noon Duty FTE .125	Noon Duty FTE .1875 Sierra Vista	04/15/24
Sylvia Ramirez-Cuesta	Child Care Director	Director II, Ra 2, St 1 \$125,367	07/01/24
Steven Rodriguez	SPED Asst, Acdmy Tutor	Night Custodian, Ra 28, St 3 \$27.96	04/22/24
Michelle Yurina	CC Lead Tchr 10 mo	CC Lead Tchr 12 mo	04/08/24

Leave of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Lindsey Aguilar	SPED Int Asst	George Key	Maternity	05/04/24-06/13/24
Lindsey Aguilar	SPED Int Asst	George Key	Child Bonding	08/26/24-11/15/24
Wendy Estrada	Noon Duty	Glenview	Maternity	04/22/24-06/13/24
Gabriela Rodriguez	Bil Office Coord	Nutr Svs	Maternity	05/12/24-06/23/24
Alexandra Sandoval	Bus Driver	Transprtn	Maternity	04/12/24-06/17/24

New Hire

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Salary</u>	<u>Effective</u>
Rama Alessa	SPED Int Asst	Travis Ranch	Ra 24, St 1 \$22.95	04/22/24
Jose Alvarez	SPED Int Asst	Venture	Ra 24, St 1 \$22.95	04/15/24
Eunsil Choi	SPED Int Asst	Tynes	Ra 24, St 1 \$22.95	04/29/24
Sarah Jimenez	Instr Asst Music	Elem Music	Ra 17, St 1 \$19.30	03/11/24
Marissa Lopez	SPED Int Asst	Valencia	Ra 24, St 1 \$22.95	04/22/24
Mitchell Meza	Bus Driver	Transportation	Ra 29, St 1 \$25.97	04/09/24
Danielle Miller	SPED Asst	Brookhaven	Ra 22, St 1 \$21.83	04/15/24
Miguel Angel Perez Flores	Bil Clerk I	Kraemer	Ra 19, St 1 \$20.29	04/10/24

New Hire, Management

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Salary</u>	<u>Effective</u>
Joseph Suarez	Occupational Therapist	SPED	Ra 5, St 7 \$129,622	06/03/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Maher Adukhader	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Shireen Ahmad	50	Student Support	Linda Vista	04/17/24-06/13/24
Carlee Anderson	20	Clerical Support	Mabel Paine	06/17/24-06/28/24
Leslie Arce-Pozos	22	AVID Tutor	El Dorado	03/16/24-06/15/24
Leslie Arce-Pozos	110	AVID Tutor	Valencia	03/16/24-06/15/24
Kelly Barrhansen	50	Student Support	Linda Vista	04/17/24-06/13/24
Sheetal Bhanji	20	Math Intervention	Wagner	04/15/24-05/09/24
Lori Bolin	2	RBT PD	Student Svs	04/19/24-04/19/24
Rebecca Buonauro	150	Clerical Support	Risk Mngmnt	03/07/24-06/30/24
Dayza Carrera	149	AVID Tutor	Valencia	03/16/24-06/15/24
Bridget Colby	2	RBT PD	Student Svs	04/19/24-04/19/24
Isaac Condemayta	33	AVID Tutor	Tuffree	03/16/24-06/15/24
Destiny Conwi	10	Library Support	Rio Vista	03/01/24-04/12/24
Lynnette Currier	2	RBT PD	Student Svs	04/19/24-04/19/24
Priscilla David	100	Student Support	Esperanza	08/29/23-06/13/24
Seth Diaz	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Elizabeth Drinkwine	2	RBT PD	Student Svs	04/19/24-04/19/24
Jill Elder	150	Clerical Support	Travis Ranch MS	04/16/24-05/15/24
Stephanie Elder	3	Student Support	Travis Ranch ES	04/26/24-04/26/24
Carmen Esposito	100	Student Support	SPED	02/01/24-06/13/24
Anita Etchegaray	2	RBT PD	Student Svs	04/19/24-04/19/24
Bakshi Falit	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Ana Flores	4	Student Support	George Key	04/27/24-04/27/24
Kirsten Frazier	100	Student Support	Sierra Vista	01/16/24-06/13/24
Jesse Galvan	33	AVID Tutor	Tuffree	03/16/24-06/15/24
Jesse Galvan	69	AVID Tutor	YLMS	03/16/24-06/15/24
Cory Garcia	20	Math Invervention	Lakeview	04/15/24-05/10/24
Samarah Gibbs	50	AVID Tutor	Valencia	03/16/24-06/15/24
Gustavo Gonzalez	121	AVID Tutor	Valadez	03/16/24-05/15/24
Pablo Gonzalez	58	AVID Tutor	Kraemer	03/16/24-06/15/24
Pablo Gonzalez	149	AVID Tutor	Valencia	03/16/24-06/15/24
Christy Goodman	50	Student Support	Linda Vista	04/17/24-06/13/24
John Goss	3	Student Support	Travis Ranch ES	04/15/24-04/15/24
Melissa Hansen	100	Student Support	Sierra Vista	01/16/24-06/13/24
Laura Hartfelder	150	Clerical Support	Travis Ranch MS	04/16/24-05/15/24
Megan Harry	24	Student Support	El Dorado	04/19/24-06/13/24
Elaine Hebert	25	CAASP Prep	Brookhaven	04/29/24-05/01/24
Galvan Hernandez	58	AVID Tutor	BYMS	03/16/24-06/15/24
Galvan Hernandez	66	AVID Tutor	YLHS	03/16/24-06/15/24
Josh Hernandez	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Pujaben Hirpara	3	Student Support	Travis Ranch ES	04/15/24-04/15/24
Clayton Holmer	100	Student Supervision	BYMS	01/08/24-06/13/24
Roberta Justice	100	Clerical Support	Class Personnel	04/15/24-06/30/24
Ann Kennedy	2	RBT PD	Student Svs	04/19/24-04/19/24
George Lopez	149	AVID Tutor	Valencia	03/16/24-06/15/24
Kyle Lopez	106	AVID Tutor	Kraemer	03/16/24-05/15/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Evangelina Lozoya	100	Student Support	SPED	02/27/24-06/13/24
Maria Lozoya	2	RBT PD	Student Svs	04/19/24-04/19/24
Blase Maffia	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Cassandra Magana	58	AVID Tutor	Valadez	03/16/24-06/15/24
Patricia Martinez	100	Student Support	Wagner	04/10/24-06/13/24
Denise May	5	Math Intervention	Rose Drive	04/15/24-05/10/24
Denise May	2	RBT PD	Student Svs	04/19/24-04/19/24
Robert Moreno	39	AVID Tutor	Valencia	03/16/24-06/15/24
Weranuch Moyer	141	AVID Tutor	Kraemer	03/16/24-06/15/24
Moises Munoz	58	AVID Tutor	BYMS	03/16/24-06/15/24
Moises Munoz	149	AVID Tutor	Esperanza	03/16/24-06/15/24
Heather Murphy	150	Clerical Support	Maintenance	05/03/24-06/03/24
Kevin Negron	149	AVID Tutor	Esperanza	03/16/24-06/15/24
Yoel Nunez	50	Student Support	George Key	04/08/24-06/13/24
Xavier Nunez-Sundara	22	AVID Tutor	YLMS	03/16/24-06/15/24
Martha Okuno	50	Translation Svs	SPED	03/01/24-06/13/24
Martha Okuno	10	Translation Svs	Educational Svs	04/09/24-06/21/24
Genesis Ortiz	77	AVID Tutor	Valencia	03/16/24-06/15/24
Crishia Peet	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Monica Perez	100	Student Supervision	BYMS	01/08/24-06/13/24
Yesenia Perez	91	AVID Tutor	Valadez	03/16/24-06/15/24
Yesenia Perez	33	AVID Tutor	Valencia	03/16/24-06/15/24
Emily Perkins	16	AVID Tutor	El Dorado	04/16/24-06/06/24
Abby Powers	39	AVID Tutor	Kraemer	03/16/24-06/15/24
Lisa Pulido	2	RBT PD	Student Svs	04/19/24-04/19/24
Lisa Quinn	20	Math Intervention	Glenknoll	04/15/24-05/10/24
Lisa Quinn	2	RBT PD	Student Svs	04/19/24-04/19/24
Carly Radomski	50	Student Support	Linda Vista	04/17/24-06/13/24
Leslie Ramirez	7	Library Support	Melrose	03/18/24-03/28/24
Tiziana Ramirez-Vargas	100	Student Support	Wagner	03/04/24-06/13/24
Christine Rhee	150	Clerical Support	Travis Ranch MS	04/16/24-05/15/24
Tatiana Rodriguez	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Alan Rodriguez-Castro	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Isabel Rubio-Hernandez	149	AVID Tutor	Valencia	03/16/24-06/15/24
Abraham Sanchez	66	AVID Tutor	YLMS	03/16/24-06/15/24
Nicole Seitz	121	AVID Tutor	El Dorado	03/16/24-06/15/24
Melinda Shank	2	RBT PD	Student Svs	04/19/24-04/19/24
Noor Shmara	33	AVID Tutor	Travis Ranch MS	03/16/24-06/15/24
Noor Shmara	66	AVID Tutor	YLHS	03/16/24-06/15/24
Christopher St. Aubin	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Emily Thomas	72	AVID Tutor	El Dorado	03/16/24-06/15/24
Lara Thomas	10	Clerk Training	Esperanza	04/08/24-04/30/24
Nhu Tran	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Jonathan Tune	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Yolanda Velasquez	100	Student Support	SPED	04/22/24-06/14/24
Kevin Whalen	150	Auditorium Tech	Use of Facilities	04/01/24-04/30/24
Delaney Wheeler	24	Student Support	El Dorado	04/19/24-06/13/24
Kendall Wheeler	20	Student Support	El Dorado	04/19/24-06/13/24
Karen Wolcott	20	Math Intervention	Wagner	04/15/24-05/09/24
Karen Wolcott	2	RBT PD	Student Svs	04/19/24-04/19/24
Taeyeun Won	33	AVID Tutor	Travis Ranch MS	03/16/24-06/15/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Taeyun Won	66	AVID Tutor	YLHS	03/16/24-06/15/24
Christy Vis	50	Student Support	Linda Vista	04/17/24-06/13/24

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Adriana Aguila	SPED Aide II, Int Asst	Ruby Drive	01/25/24-06/13/24
Arlene Alonso	Clerk I	Morse	04/09/24-06/13/24
Brenda Alvarez	Nutr Svs Wkr	Nutrition Svs	04/08/24-06/13/24
Erik Alvarez	Academy Tutor	Expanded Lrng	04/17/24-06/13/24
Mary Beesley	SPED Asst, Int Asst	SPED	04/08/24-06/13/24
Stephanie Biakanja	Clerk I/II	Esperanza	04/18/24-06/13/24
Belinda Garcia	Att Clerk, Clerk I/II, Sec I		
	Sen Sch Sec, Finance Clk	Valencia	04/08/24-06/30/24
William Garcia	Campus Supervisor	YLHS	03/28/24-06/14/24
Britta Hubbard	SPED Asst, Int Asst	SPED	04/08/24-06/13/24
Roberta Justice	Receptionist	Class Personnel	04/08/24-06/30/24
Inoka Khalid	Att Clerk, Clerk I/II, Sec I	YLHS	04/15/24-07/05/24
Christopher Mason	SPED Asst, Int Asst	SPED	04/08/24-06/13/24
Alexandra Mehrazar	Noon Duty	Golden	04/08/24-06/13/24
Kelly O'Brien	Campus Supervisor	YLMS	04/01/24-06/14/24
Miguel Angel Perez Flores	Bil Clerk III, Bil Att Clerk	Kraemer	04/10/24-06/14/24
Karen Qsar	Att Clerk, Clerk I/II, Sec I	YLHS	04/15/24-07/05/24
Nalani Rambaran	SPED Asst, Int Asst	SPED	04/17/24-06/13/24
Reneby Santos	Noon Duty	Wagner	03/25/24-04/25/24
Joan Simmons	Secretary II	Educational Svs-Sec	04/09/24-05/03/24
Gabriela Solis	Nutr Svs Wkr	Nutrition Svs	04/16/24-06/13/24
Erika Sotelo	Noon Duty	Van Buren	04/15/24-06/13/24
Lara Thomas	Clerk I	Esperanza	05/01/24-06/28/24
Yolanda Velasquez	Att Clerk, Clerk I/II, Sec I		
	Sen Sch Sec, Finance Clk	Valencia	04/08/24-06/30/24

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Rudy Arevalos	Band	Valencia	\$3000	05/01/24-06/14/24
Lauren Camp	Women's Wrestling CIF	Valencia	\$983	01/27/24-02/24/24
Angeleyshka Curbelo-Davis	Women's Volleyball	Esperanza	\$2917	12/01/23-02/29/24
Kyle Gabriel	Vocal Music	Valencia	\$7000	03/01/24-06/14/24
William Garcia	MS Track	Ed Svs-Sec	\$425	03/20/24-05/08/24
Nicholas Heinle	Football	Esperanza	\$1700	04/15/24-06/06/24
David Mangiardi	JROTC	Esperanza	\$3519	02/16/24-06/30/24
Hannah Miller	Dance	Valencia	\$3300	05/01/24-06/14/24
Anthony Negron	Weight Trng Camp	Valencia	\$1250	02/26/24-06/11/24
Tim Schaner	Men's Volleyball	Valencia	\$3034	02/17/24-04/20/24
Jonathan Talamoni	Weight Trng Camp	Valencia	\$1250	02/26/24-06/11/24
Jason Word	Weight Trng Camp	Valencia	\$1250	02/26/24-06/11/24

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Karlynn Arciniega	Swimming	YLHS	\$4247	12/04/23-02/02/24
Ariana Cruz	Auxiliary Team	YLHS	\$6000	01/08/24-04/30/24
Devin Green	Softball	YLHS	\$3207	02/26/24-04/27/24

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Emily Kolone	Softball	Valencia	\$183	08/29/23-10/28/23
Skylar Limonchi	Baseball	Esperanza	\$500	04/11/24-04/27/24
Jessica Rodriguez-Ponce	Softball	Valencia	\$137	08/29/23-10/28/23
Amy Swearingen	Women's Tennis	El Dorado	\$600	04/15/24-05/31/24
Joseph Terry	Band	YLHS	\$2250	01/08/24-04/30/24

Preschool Program: Preschool Paraeducator, Bil Preschool Paraeducator, Child Dev Preschool Educator:
Short Term: NTE 100 Hrs., Substitute, NTE 8 Hrs.

<u>Employee</u>	<u>Effective</u>
Victoria Gonzalez	04/19/24-06/28/24
Anwasha Mukherjee	04/22/24-06/28/24

Child Care Program: Child Care Teacher I: Short Term: NTE 150 Hrs., Substitute, NTE 8 Hrs., All Sites

<u>Employee</u>	<u>Effective</u>
Regina Bloom	04/15/24-06/30/24
Victoria Gonzalez	04/22/24-06/30/24
Taylor Lloyd	05/20/24-06/30/24

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
 CERTIFICATED HUMAN RESOURCES REPORT
 Board of Education Regular Meeting
 May 7, 2024**

Resignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Liana Cadena	Glenview	Asst Principal	06/25/24
William J. Davis	El Dorado	Principal	06/30/24
Kristen Garrity	Bryant Ranch	Teacher	06/14/24
Leilani Green	El Dorado	Teacher	06/14/24
Marquise Hawley	Elem PE	Teacher	06/15/24
Krista Kugler	Tynes	Teacher	06/14/24
Elena Mallett	El Dorado	Teacher	06/14/24
Damara Saggio	El Dorado	Teacher	06/14/24

Retirement

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Grace Lee	Tuffree	Teacher	06/15/24

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Salary</u>	<u>Effective</u>
Sarah Barton	MS Asst Principal	MS Principal	Ra 5, St 5 \$152,740	07/01/24
Chad Holo	TOSA	MS Asst Principal	Ra 9, St 4 \$129,957	07/01/24
Richard Nagy	Teacher	MS Asst Principal	Ra 9, St 5 \$133,207	07/01/24
David Okamoto	MS Principal	HS Principal	Ra 1, St 7 \$183,563	07/01/24
Emily Spiers	Speech Ther, 100%	Speech Ther, 40%	Col 1, St 1 \$29,501	05/06/24

Employ

<u>Teacher</u>	<u>Subject</u>	<u>Site</u>	<u>Status</u>	<u>Salary</u>	<u>Effective</u>
Melissa Burnett	Speech Therapist	Spec Ed	Temp	Col 1, St 2 \$77,393	04/08/24
James Goodwin	TOSA-Comp Sci	B-Yorba	Temp	Col 5, St 5 \$81,912	03/29/24
Shannon Hacker	Science	Valadez	Temp	Col 4, St 5 \$77,362	01/08/24
Erika Hope	Mild/Mod	Valencia	Temp	Col 4, St 1 \$64,015	03/28/24
Monique Philips-Lloyd	SDC	Van Buren	Temp	Col 4, St 1 \$64,015	01/12/24
Pia Ribbe	Computer Science	Ed Svs	Temp	Col 3, St 1 \$60,677	03/25/24

Employ, Management

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Salary</u>	<u>Effective</u>
Hannah Chapman	Tuffree	Asst Principal	Ra 9, St 1 \$120,677	07/01/24

Leaves of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Leonel Diaz	Teacher	Rio Vista	Medical	02/21/24-03/06/24
Kristen Garrity	Teacher	Bryant Ranch	Maternity	05/30/24-06/14/24
Jane Huff	Teacher	Glenknoll	Medical	04/27/24-05/17/24
Matthew Mason	Teacher	Esperanza	Child Bonding	05/21/24-06/07/24
Laura Orozco	Speech Ther	Wagner	Medical	04/18/24-05/03/24
Rachel Poirier	Teacher	Valencia	Family Care/Intermittent	04/12/24-06/14/24
Madison Ramos	Teacher	Wagner	Maternity	05/21/24-06/14/24
Marie Vu	Teacher	Glenknoll	Maternity	05/27/24-06/14/24
Brent Willis	Teacher	Esperanza	Medical	04/10/24-04/30/24

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Ashley Abeelen	El Dorado	After School Tutor	\$28	13	03/13/24-06/13/24
Tanya Amaral	Tynes	Attend IEP Mtg	\$55	15	04/15/24-06/13/24
Jeff Bailey	Ed Svs	USI Planning	\$55	20	04/01/24-06/30/24
Sarah Barton	Ed Svs	MS Sports Coord	Per Diem	5/Days	02/01/24-06/30/24
Rodney Boaz	Valencia	After School Prg	\$55	60	03/13/24-06/12/24
Jodi Bonk	YLMS	Staff Dev Prep	\$55	2	03/01/24-04/30/24
Aleah Chamberlin	Travis Elem	After School Math	\$55	20	04/15/24-05/09/24
Michele Daetweiler	B-Yorba	Independent Study	\$55	20	03/01/24-06/13/24
Kayla Fausto	Wagner	After School Math	\$28	20	04/15/24-05/09/24
Jennifer Fouladi	Ed Svs	Comm Science Night	\$55	5	04/18/24-04/22/24
Thomas Freeman	Esperanza	Detention	\$55	10	03/13/24-06/12/24
Lizette Garcia	Topaz	Class Size Increase	\$55	40	01/29/24-06/14/24
Jason Grenon	Travis Elem	Elem PE Support	\$55	10	04/15/24-06/14/24
Marisela Gutierrez	Spec Ed	Attend IEP Mtg	\$55	5	03/11/24-06/14/24
Anabel Hernandez	Valencia	Cambridge Exam Prep	\$55	20	03/01/24-06/14/24
Marissa Hoffman	Ed Svs	World Lang Training	\$55	2	04/01/24-06/14/24
Timothy Huhn	Ed Svs	MS Wrestling	\$55	24	02/26/24-04/12/24
Kassidy Igawa	Fairmont	Sub After School Prg	\$55	2	03/15/24-03/15/24
Christine Jackson	Rio Vista	Attend IEP Mtg	\$55	2	03/20/24-03/20/24
Heidi Krause	Student Svs	Foster Youth Tutor	\$55	5	03/26/24-06/13/24
Gerri Mc Bride	Golden	504 Mtg	\$55	20	04/17/24-06/13/24
Nancy Miller	Linda Vista	After School Tutor	\$55	12	04/15/24-06/13/24
Geena Misra	Morse	After School Prg	\$28	20	03/04/24-05/10/24
Amanda Monteverde	YLHS	District SPED Events	\$55	5	04/15/24-06/13/24
Hanh Nguyen	Ed Svs	MS Math Collab	\$55	2	04/12/24-06/11/24
Vicki Osborn	Ed Svs	Step-Up to Writing	\$55	2	04/26/24-06/20/24
Daniel Park	Parkview	Math Intervention	\$55	40	03/04/24-05/09/24
Ginny Petrilla	Brookhaven	Tutor	\$55	20	02/12/24-03/11/24
Tristian Pham	Fairmont	After School Math	\$28	20	04/15/24-05/09/24
Tristian Pham	Fairmont	Sub After School Prg	\$28	20	03/04/24-03/28/24
Christine Pizzo-Spina	Student Svs	McKinney Vento Tutor	\$55	8	03/01/24-06/13/24
Tamara Platt	Bryant Ranch	After School Math	\$55	50	04/09/24-05/31/24
Jamie Rocha	Valencia	CA Scholarship Federation Support	\$55	10	04/13/24-06/14/24
Melissa Robison	Spec Ed	Triennial Assess	\$55	5	03/25/24-06/14/24
Diane Seitz	Wagner	After School Math	\$55	20	04/15/24-05/09/24
Julia Skates	Fairmont	After School Math	\$28	40	03/04/24-05/09/24
Makenna Smith	YLMS	Prep/Plan Unified School Dance	\$55	5	02/13/24-03/12/24
Leonard Takahashi	Valencia	Testing Support	\$28	114	02/13/24-06/13/24
Jeffrey Udarbe	Ed Svs	MS Wrestling	\$55	16	02/26/24-04/12/24
Solomon Ung-Gominsky	Rose Drive	After School Math	\$28	40	03/01/24-05/10/24
Michelle Steuber	Ed Svs	Civic Engagement Coord	\$55	10	03/13/24-04/12/24
Veronica Vandeventer	Ed Svs	CTSO Advisor	\$55	63	03/13/24-06/13/24
Rebecca Watts	Glenknoll	Homework Club	\$55	25	02/06/24-05/20/24

Bernardo Yorba MS, OCSCS Zoom, \$55/Hr., NTE 4 Hrs., 03/19/24

Isais Campuzano
Philip Seitz

Brookhaven, After School Math Tutor, \$55/Hr., NTE 20 Hrs., 04/15/24-05/09/24

Karen Aleksic
Kim Amidon
Steve Nakanishi
Juliane Nogal

Brookhaven, After School Math Tutor, \$28/Hr., NTE 20 Hrs., 03/04/24-05/10/24

Madison Smith
Courtney Warders-Reiff

Brookhaven, Prep for Family Math Night, \$55/Hr., NTE 2 Hrs., 05/16/24

Lisa Dykstra
Jamie Grijalva

Educational Services, Community Science Night, \$55/Hr., NTE 5 Hrs., 04/01/24-04/30/24

Linda Crossno
Jessica Dutton
John Lindel

Educational Services, District Art Show, \$55/Hr., NTE 4 Hrs., 04/01/24-04/26/24

Brent Hendry
Sherrie Olive
Lauren Schultz

Educational Services, ELA Training, \$55/Hr., NTE 6 Hrs., 04/27/24-06/20/24

Xochitl Diaz
Alesa Kerr
Dana Leon
Rosa Nelson
Christine Perez
Kimberly Schultz
Christine Williams

Educational Services, ELPAC Training, \$55/Hr., NTE 3 Hrs., 3 Hrs., 04/22/24-06/14/24

Preston Pope
Ashmi Mehta

Educational Services, HS Performance Task Scoring, \$55/Hr., NTE 12 Hrs., 04/12/24-06/11/24

Jon Aed
Brandon Amaral
Donna Bartelli
Gaspar Bejarano
Kent Campbell
Melissa Chavez
Jaclyn Chavez
Laura Crays
Katherine DeGraffenreid
Traci Eseltine

Educational Services, HS Performance Task Scoring, \$55/Hr., NTE 12 Hrs., 04/12/24-06/11/24 (Cont'd)

Brian Goebel
Olivia Goldberg
Scott Herrick
Eric Hoenningman
Eric Huang
Roy Hull
Teiko Ikemoto
Amber Juarez
Jason Kim
James Kirwan
Heidi Krause
Albert Lai
Collin Layana
Sam Lee
Mike Lorge
Eddie Lu
Catherine Manalo
Deborah Mariotti
Laura Massaglia
Ricardo Medellin
Rolf Nasr
Steven Nguyen
Susan Parker
Alexis Reyes Cruz
Eduardo Rodriguez
Megan Scott
Joseph Secoda
Lauren Simmons
Gabriella Stevenson
Lauren Stouffer
Wendy Takahashi
Linda Thai
David Tong-Nguyen
Gene Tsuda
Matthew Varney
Theresa Vaughn

Educational Services, Moodle Training and Administer the CAA, \$55/Hr., NTE 4 Hrs., 04/01/24-06/14/24

Emily Abo
Anita Amaya
Sarah Belsey
Kimberly Bidelspach
Michele Cardenas
Julio Chavez
Kristina Dawdy
Angela Duenas
Rogelio Galvan
Kara Gerry
Rubi Gil-Arevalo
Lorraine Hernandez
Damion Laning

Educational Services, Moodle Training and Administer the CAA, \$55/Hr., NTE 4 Hrs., 04/01/24-06/14/24 (Cont'd)

Mary Le
Robert Lexin II
Jasmine Lodge
Kylie McEntee
Joe Merrill
Amanda Monteverde
Sarah Riley
Kylee Saito
Julia Skates
Makenna Smith
Haley Whitcomb
Amy Woodrum

Educational Services, MS Performance Task Scoring, \$55/Hr., NTE 8 Hrs., 04/22/24-06/12/24

Uzma Anwar
Lisa Bradley
Janelle Bedard
Emily Carlson
Athiah Chaudry
Caleigh Cobb
Ashlee Duncan
Inge Eppink
Susan Gruber
Rossana Hamilton
Jennifer Jacobson
Gloria Johnson
Lindsey Lavin
Geri McBride
Beatriz Millan
Danielle Miller
Steve Nakanishi
Brian Nguyen
Jessica Nguyen
Christine Pizzo-Spina
Mary Reiter
Sunita Tendolkar
Diana Thomas

Educational Services, Night School Credit Recovery, \$55/Hr., NTE 30 Hrs., 04/10/24-06/14/24

Darius Cervantes
Stephen Settle
Jason Sweet

Educational Services, OCDE 2024 Early Learning Summer Institute Conference, \$55/Hr., NTE 2 Hrs., 04/01/24-04/28/24

Nicole Campbell
Lisa Chouchan
Marcela Duran-Valencia
Lisette Garcia
Katie Gotovac
Kimberly Griffin

Educational Services, OCDE 2024 Early Learning Summer Institute Conference, \$55/Hr., NTE 2 Hrs., 04/01/24-04/28/24 (Cont'd)

Illyse Harker
Kristi Langsdale
Sharon McBenttez
Anell Nevarez-Carrera
Taylor Nordeman
Marsha Pinson
Kim Rothenberger
Chelsea Youngberg Garcia
Andres Zaferson

Educational Services, OCDE 2024 Early Learning Summer Institute Conference, \$55/Hr., NTE 8 Hrs., 06/18/24

Sharon McBenttez
Shannon Vogelsang

Educational Services, Performance Tasks Mini Task Force Meeting, \$55/Hr., NTE 3 Hrs., 04/01/24-05/31/24

Barbara Barboza
Erin Pon
Karen Ricotta

Educational Services, Report Card Task Force Meeting, \$55/Hr., NTE 6 Hrs., 04/01/24-06/06/24

Ryan Chang
Janeen Hill
Sarah Hoffman
Stacy Hoffman
Madeleine Kiblinger
Rachel Moss
Elizabeth Solyom
Teresa Vitelli
Michelle Woinarowicz

Educational Services, Science Collaboration, \$55/Hr., NTE 6 Hrs., 09/01/23-06/03/24

Thomas Freeman
Jocelyn Young

Educational Services, Step Up To Writing Training, \$55/Hr., NTE 3 Hrs., 04/17/24-06/12/24

Janelle Bedard
Richard Cadra
Amanda Chen
Andrea Cronin
Sherri Cruz
Martha Fano
Kelly Felten
Rosana Hamilton
Jenna Harris
Alesa Kerr
Maria Marquez
Janet Martin
Danielle Miller
Rosa Nelson

Educational Services, Step Up To Writing Training, \$55/Hr., NTE 3 Hrs., 04/17/24-06/12/24 (Cont'd)

Kimberly Nerio
Amanda Peronto
Jessica Sandoval
Makiko Shibata-Ellis
Danielle VanPool
Kelly Willey

Educational Services, Universal Sports Program, \$55/Hr., NTE 50 Hrs., 03/04/24-06/14/24

Michael English
Steve Lawson
Jason Presley

El Dorado, Saturday School, \$55/Hr., NTE 5 Hrs., 04/13/24-04/20/24

Erica Amann
Laura Crays
Cozette Petitt

El Dorado, Saturday School AP Prep., NTE 5 Hrs., 04/27/24

Erica Amann
Carmen Linares
Kathy Oberle
Ken Putnam
Stephanie Shirey
Kelly Smith

Esperanza, Saturday School, \$55/Hr., NTE 5 Hrs., 04/13/24-04/20/24

Olivia Goldberg
Mark Lovein
Michael Woodward

Fairmont, After School Math Intervention, \$55/Hr., 04/15/24-05/09/24

<u>Employee</u>	<u>NTE Hours</u>
Brittany Brechwald	20
Amanda Dunnuck	20
Alexis Hightower	20
Kassidy Igawa	3
Jennifer Jacobson	12
Jessica Lee	20
Allison Smith	2

Fairmont, Open House, \$28/Hr., NTE 1 Hr., 03/21/24

Tristiana Pham
Liliana Reyes
Julia Skates

Golden, Math Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/09/24

Laurel Ayer
Laurie Hansen
Marquise Hawley
Joleen Jones
Lauren Richards
Tiffany Vasquez

Golden, Math Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/09/24 (Cont'd)

Scott Villanueva
Michelle Woinarowicz

Glenknoll, After School Math Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/10/24

Jackie Deano
Toby Foster
Sarah Hoffman
Jessica Leonard
Deja McCullough
Danielle Miller
Derek Tran

Kraemer, Math Intervention Tutoring, \$55/Hr., NTE 20 Hrs., 04/15/24-05/09/24

Phallin Chhe
Myriam Dedrick
Karla Jones
Jessica Rosete

Lakeview, After School Math Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/09/24

Suzanne Billhartz
James Burns
Natali Riggio
Shannon Vlastnik

Linda Vista, Afterschool Tutoring, \$55/Hr., NTE 12 Hrs., 04/15/24-06/13/24

Meghan Bautista
Anna Behrendt
Janice Bird
Jennifer Dabasinskas
Susan Gaglia
Illyse Harker

Mabel Paine, After School Math Intervention, \$55/Hr., NTE 19 Hrs., 04/15/24-05/09/24

Katherine Do
Sarah Margigno
Kelly Prinzing
Claire Schade

Morse, Sub After School Intervention, \$55/Hr., NTE 19 Hrs., 04/15/24-05/10/24

Jennifer Callahan
Karen Skokan

Rose Drive, After School Math Intervention, \$55/Hr., NTE 20 Hrs., 04/12/24-05/10/24

Daune Abadie
Harvey Armbrust
Heidi Gump Woodward
Kimberly Nerio
Vicki Osborn

Ruby Drive, Math Intervention Program, \$55/Hr., NTE 12 Hrs., 04/15/24-05/09/24

Katherine Burrows
Nicole Chappelle

Ruby Drive, Math Intervention Program, \$55/Hr., NTE 12 Hrs., 04/15/24-05/09/24 (Cont'd)

Mary Lawrence
Claire Morrill
Jill Saito
Victoria Tuchman
Joanne Vaught

Sierra Vista, Family Math Night, \$55/Hr., NTE 2 Hrs., 04/22/24-05/17/24

Chelsea Garcia
Kim Griffin
Jennifer Heffner
Noelle Lopez

Sierra Vista, Math Intervention Sub Coverage, \$55/Hr., NTE 6 Hrs., 04/15/24-05/10/24

Isabel Jackle
Leanne Olson

Sierra Vista, Math Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/10/24

Janelle Betts
Chelsea Garcia
Kimberly Griffin
Dawn Page

Special Education, Assessments and IEP Support, \$55/Hr., 03/13/24-06/14/24

<u>Employee</u>	<u>NTE Hours</u>
Jennifer Ehlen	15
Sara Grant	15
Cebrina Mangold	45

Special Education, ELPAC Training, \$55/Hr., NTE 3 Hrs., 03/22/24

Kimberly Bidelspach
Michele Cardenas
Julio Chavez
Robert Lexin
Makenna Smith
Amy Woodrum

Student Services, Athletic Director Summer Sports Camp, Per Diem, NTE 40 Hrs., 06/24/24-08/07/24

Ray Elliot
Jeff Platt
Gerardo Rodriguez

Student Services, Transformative Athletic Coaching Taskforce, \$55/Hr., NTE 6 Hrs., 03/01/24-06/13/24

Kevin Claborn
Jason Gray
Zach LaMonda
William M. Lucas
Jason Marganian
Ryan Mounce
Jason Presley
Tyler Rex
James Thorne

Topaz, After School Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/09/24

Elvira Bermuda
Priscilla Bishop
Heather Christman
Andrea Cronin
Rossana Hamilton
Daniella Martinez
Lisa MacDonald
Minerva Pena
Jessica Sandoval

Travis Ranch MS, Parent Orientation Night, \$55/Hr., NTE 1 Hr., 04/09/24

Kristen Hollingsworth
Nick Nuss
Brian Shay

Tuffree, Saturday School, \$55/Hr., NTE 5 Hrs., 04/27/24

Stephanie Brock
Matt LeGrand

Tynes, Meet the Masters After School Training, \$55/Hr., NTE 3 Hrs., 01/26/24-05/03/24

Jordan Dodge
Shelly Freeland
Violet Hobbs
Tiffany Kim
Katherine Maucher
Linda Maxwell-Jordan
Barbara Nypert
Yeni Osuna-Pasillas
Hillary Sippell
Suzanne Wilson

Valencia, Break and Lunch Supervision, \$55/Hr., NTE 100 Hrs., 01/13/24-06/13/24

Richard Nagy
Danny Ortega

Valencia, Cambridge Oral Exams, \$55/Hr., 03/13/24-06/14/24

<u>Employee</u>	<u>NTE Amount</u>
Lisa Larriva	2
Grace Stanton	10

Valencia, Saturday School, \$55/Hr., NTE 5 Hrs., 04/13/24-04/27/24

Brady Bilhartz
John Teal
James Womack

Valencia, Saturday School AP Prep., \$55/Hr., NTE 5 Hrs., 04/27/24

Brady Bilhartz
Rebecca Bonet
Allison Burns
Erica Huang
Sherrie Olive
Jamie Rocha

Van Buren, Math Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/09/24

Francine Bless
Valerie Gabriel
Alex Gauthier
Meghan Meyers
Jessica Nguyen
Cassandra Raichel
Stephanie Scott
Makiko Shibata-Ellis

Yorba Linda HS, Saturday School AP Prep., \$55/Hr., NTE 5 Hrs., 04/27/24

Joel Bradford
Kelly Buchan

Stipends

<u>Employee</u>	<u>Site</u>	<u>Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Janeal Hall	Student Svcs	Crisis Lead	\$5000	2023-2024 SY
Angela Pinson	Golden	Admin Designee	\$1063	02/01/24-06/13/24

Educational Services, Summer School Principals, NTE \$98/Hrly, NTE 120 Hrs., 05/01/24-07/31/24

<u>Employee</u>	<u>Site</u>
Rebecca Allan	George Key/Venture
Cynthia Alvarez	Rio Vista
David Cammarato	Van Buren
Kristi Coonan	Fairmont
Laura Fisher	Valadez
Brandon Frank	Rio Vista
Erica Kadhon	El Camino
Ashley Krause	Woodsboro
Joshua Lay	Valencia
Eva Matthews	Valadez
Anne San Roman	Fairmont
Amruta Singh	Van Buren
Geoff Smith	Woodsboro
Eddie Tabata	Melrose
William Truong	Valencia
Janice Weber	Melrose

Fairmont, Outdoor Science Program, NTE \$753, 04/09/24-04/12/24

Steven Craik
Jill Cooney
Jennifer Jacobson

Linda Vista, Outdoor Science Program, NTE \$502, 05/08/24-05/10/24

Linda Mason
Barbara Wilson

Special Education, Department Chair, 08/24/23-06/14/24

<u>Employee</u>	<u>NTE Amount</u>
Julia Beresford	\$3200
Leslie Kirui	\$1600
Wendy Mc Ginnis	\$1600

Topaz, Outdoor Science Program, NTE \$502, 03/01/24-03/31/24

Andrea Cronin
Mary Skates

Van Buren, AVID Summer Institute, NTE \$300, 07/24/24-07/26/24

Francine Bless
Alexa McPhillips
Meghan Meyers
Trisha Page
Cassandra Raichel
Ashley Rooney
Makiko Shibata-Ellis

Van Buren, Outdoor Science Program, NTE \$1000, 04/09/24-04/12/24

Valerie Gabriel
Jessica Nguyen
Makiko Shibata-Ellis

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Meredith Castro	Esperanza	Academic Coach	\$3641	08/22/24-06/13/25
Kevin Claborn	Esperanza	Hd Girls Golf	\$4794	08/26/24-10/26/24
Jason Gray	Valencia	Weight Training	\$1250	02/26/24-06/11/24
Jason Gray	Valencia	Football	\$250	02/17/24-04/27/24
Debbie Mariotti	Esperanza	Hd Girls Cross Country	\$4794	08/29/24-11/08/24
Ricardo Medellin	Esperanza	Hd Boys Cross Country	\$6294	08/29/24-11/08/24
Jason Presley	Esperanza	Hd Football	\$5461	08/05/24-11/01/24
Jason Sweet	El Dorado	Track & Field	\$3335	02/17/24-04/27/24

Booster Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Zack LaMonda	El Dorado	Hd Football	\$5461	03/25/24-06/13/24

Summer Sports Camps, NTE \$5400.00, 07/01/24-08/30/24

<u>Stipends</u>	<u>Site</u>	<u>Sport Assignment</u>
Chris Fitzgerald	Esperanza	Football
Chris Fitzgerald	Esperanza	Track
Ashley Haney	Esperanza	Hd Boys Water Polo
Ashley Haney	Esperanza	Hd Girls Water Polo
Shea Hazelaar	Esperanza	Hd Girls Dance
Jason Presley	Esperanza	Hd Football

Substitute Teacher, 2023-2024 SY

Preston Leptich
John-Paul Lewis
Ashley Novotny
Luis Ramirez
Colleen Walker