



Placentia-Yorba Linda Unified School District

Board of Education Regular Meeting

Tuesday, October 10, 2023 at 6:00 PM

District Educational Center

1301 E. Orangethorpe Ave.

Placentia, CA 92870

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. Doors will open 15 minutes prior to the start of the meeting. Closed session is scheduled for 5:00 p.m. and open session is scheduled for 6:00 p.m.; doors will open to the public at 4:45 p.m. 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/ live board meetings](http://www.pylusd.org/live-board-meetings). You may also go to www.pylusd.org > Board > Live Stream Feed.

All documents related to the open session agenda which are provided to all or a majority of the members of the Board of Education are available for public inspection 72 hours prior to 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 Shawn Youngblood, 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, October 10, 2023 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
- 3.2. Personnel Matters Public Employee Appointments/
Employment Pursuant to Government Code §54957
- 3.3. Conference with labor negotiators Dr. Alex Cherniss,
Superintendent; Gary Stine, Assistant Superintendent,
Administrative Services; Dr. Issaic Gates, Assistant
Superintendent, Human Resources
- 3.4. Conference with legal counsel – Anticipated Litigation
(Gov. Code section 54956.9 (d)(2).), Stan
Barankiewicz; Orbach Huff & Henderson, LLP
- 3.5. Claim(s)

4. REGULAR SESSION

Reconvene to Regular Session

5. REPORT OF BOARD ACTION TAKEN IN CLOSED SESSION

6. PLEDGE OF ALLEGIANCE TO THE FLAG

7. ROLL CALL

8. APPROVAL OF AGENDA

Approve the October 10, 2023 Board of Education
agenda as presented.

9. 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 or by fax at (714) 993-4875. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements.

10. 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 September 12, 2023 as presented.

18 - 32

[Regular Meeting - Sep 12 2023 - Agenda - Html](#) 

11. PUBLIC HEARINGS

11.1. A Public Hearing will be held relative to the petition to establish a 7-8 grade district-affiliated conversion charter school beginning in the 2024-25 school year submitted by the Orange County School of Computer Science (OCSCS).

Public Hearing Declared Open: _____ p.m.

Closed: _____ p.m.

Beth Fisher, Principal at BYMS and lead petitioner to establish OCSCS, will be presenting information regarding the charter petition.

Link to petition: <https://bit.ly/3PLGkP8>

11.2. A Public Hearing will be held relative to Certification of Assurance for fiscal year 2023-24 regarding the availability of students' textbooks and instructional materials.

Public Hearing Declared Open: _____ p.m.

Closed: _____ p.m.

12. STUDENT BOARD REPORT

An opportunity for the student board representative to provide a report of activities and events occurring at the district's high schools.

13. PUBLIC COMMENT

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

14. ACTION ITEMS - GENERAL FUNCTIONS

14.1. Board Policy 6164.3, Parental Notification Policy

33 - 34

[BP6164.3 Detail.docx](#) 

[6164.3BP.pdf](#) 

Establish Board Policy 6164.3, Parental Notification Policy, first reading.

- 14.2. Board Policy 6141.5, Independent Study and Board Policy 6141.52, Independent Study for Extended Absence 35 - 40

[BP 6141.5 detail.docx](#)  [Revise Board Policy 6141.5.pdf](#) 

[Delete Board Policy 6141.52.pdf](#) 

Revise Board Policy 6141.5, Independent Study, and delete Board Policy 6141.52, Independent Study for Extended Absence.

15. ACTION ITEMS - BUSINESS SERVICES

- 15.1. Resolution No. 23-10, Certify Final Environmental Impact Report and approve El Dorado High School Field Lighting Project 41 - 74

[RESOLUTION 23-10 - CERTIFYING FINAL EIR - EDHS](#)

[LIGHTS.doc](#) 

[EDHS FEIR.pdf](#) 

[EDHS Project Notice of Determination 9-20-23.pdf](#) 

[Field Light proposed times.pdf](#) 

Adopt Resolution No. 23-10 to certify an Environmental Impact Report, adopt Findings of Fact, delegate authority to execute a Notice of Determination, and approve the field lighting project at El Dorado High School.

16. ACTION ITEMS - HUMAN RESOURCES

- 16.1. Association of Placentia Linda Educators certificated bargaining contract 75 - 76

[APLE Certificated Bargaining Contract.pdf](#) 

Sunshine the Association of Placentia Linda Educators certificated bargaining contract for the 2023-2024 school year.

- 16.2. Placentia-Yorba Linda Unified School District's certificated bargaining contract

77 - 78

[PYLUSD Certificated Bargaining Contract.pdf](#) 

Sunshine the Placentia-Yorba Linda Unified School District's certificated bargaining contract for the 2023-2024 school year.

17. 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.

18. CONSENT CALENDAR - BUSINESS SERVICES

- 18.1. Approve/ratify purchase orders in the following amounts: (2023/24)-General Fund (0101), \$3,796,767.48; Child Development Fund (1212), \$63,971.00; Cafeteria Fund (1313), \$418,440.77; Deferred Maintenance (1414), \$480,032.37; Capital Facilities Fund (2525), \$230,411.06; School Facilities Fund Prop 47 (3539), \$2,747.05; Capital Facilities Agency Fund (2545), \$56,807.14; Insurance Health & Welfare Fund (6769), \$42,735,000.00; Insurance Property Loss Fund (6770), \$7,452.00.








79

[PO Listing 10.10.23.docx](#) 

- 18.2. Approve warrant listings in the following amounts: 80 - 81
 Check #257217 through 257785; current year expenditures (August 27, 2023 through September 23, 2023) \$15,154,839.65; and payroll registers 2A, \$2,312,513.23, 2B, \$3,537,443.34.
[Warrant Listing 101023.docx](#) 
- 18.3. Accept as complete the project(s) listed and 82 - 83
 authorize filing Notice(s) of Completion.
[NOC BOARD MEMO 10.10.23.docx](#) 
- 18.4. Award Unit Bid No. 224-04 for asphalt paving 84 - 94
 services to Universal Asphalt Company, Inc., effective October 11, 2023 through October 10, 2024.
[UNIT BID NO. 224-04, ASPHALT PAVING SERV..docx](#) 
[Agreement-Universal Asphalt - Bid 224-04.pdf](#) 
- 18.5. Approve Change Order No. 1 to Bid No. 223-08 for 95 - 96
 roofing projects at Topaz Elementary School and Travis Ranch Schools with Best Contracting Services, Inc.
[BID 223-08 ROOFING - BEST CO1.docx](#) 
[BID 223-08 ROOFING - BEST CHANGE ORDER.pdf](#) 
- 18.6. Approve a five-year license agreement with the 97
 Orange County Health Agency for the Medical Therapy Unit located at George Key School, effective November 1, 2023 through October 31, 2028.
[GEORGE KEY MTU LIC. AGREEMT..docx](#) 
- 18.7. Approve Amendment No. 1 to the consultant 98 - 101
 services agreement for CEQA services for the field lighting project at El Dorado High School with Placeworks, effective October 11, 2023 through June 30, 2024.

[PLACEWORKS EDHS FIELD LIGHTS A1.doc](#) 

[PLACEWORKS - EDHS LIGHTS A1.pdf](#) 

- 18.8. Adopt Resolution No. 23-11, designating the authorized district representatives in support of applications for eligibility determination and funding. 102 - 104
[RESOLUTION 23-11 - NAMING DISTRICT OPSC REP.doc](#) 
- 18.9. Approve the architectural services agreement for architectural design services for the preschool program at Glenview Elementary School with Studio Plus Architecture Corp., effective October 11, 2023 through December 31, 2024, Project No. 152097. 105 - 108
[ARCHITECTURAL SERV - GLENVIEW.docx](#) 
[STUDIO PLUS - PROPOSAL - GLENVIEW.pdf](#) 
- 18.10. Approve the architectural services agreement for architectural design services for the preschool program at Morse Elementary School with Studio Plus Architecture Corp., effective October 11, 2023 through December 31, 2024, Project No. 152098. 109 - 113
[ARCHITECTURAL SERV - MORSE.docx](#) 
[STUDIO PLUS - PROPOSAL - MORSE.pdf](#) 
- 18.11. Approve the architectural services agreement for architectural design services for the preschool program at Tynes Elementary School with Studio Plus Architecture Corp., effective October 11, 2023 through December 31, 2024, Project No. 152099. 114 - 118
[ARCHITECTURAL SERV - TYNES.docx](#) 
[STUDIO PLUS - PROPOSAL - TYNES.pdf](#) 
- 18.12. Approve the architectural services agreement for architectural design services for the expanded learning expansion project at Ruby Drive Elementary School with Studio Plus Architecture Corp., effective 119 - 123

October 11, 2023 through December 31, 2024,
Project No. 152095.

[ARCHITECTURAL SERV - RUBY.docx](#) 

[STUDIO PLUS -PROPOSAL - RUBY DR..pdf](#) 

- 18.1 3. Approve the architectural services agreement for architectural design services for the expanded learning expansion project at Topaz Elementary School with Studio Plus Architecture Corp., effective October 11, 2023 through December 31, 2024, Project No. 152096. 124 - 128

[ARCHITECTURAL SERV - TOPAZ.docx](#) 

[STUDIO PLUS - PROPOSAL - TOPAZ.pdf](#) 

- 18.1 4. Award Unit Bid No. 224-06 for HVAC filter replacement services to PacWest Filter LLC, effective October 11, 2023 through October 10, 2024. 129 - 135

[AWARD OF BID 224-06 - HVAC FILTER REPLACEMENT](#)

[MEMO.docx](#)  [PACWest Air Filter Agreeemt. - Bid 224-06.pdf](#) 

- 18.1 5. Authorize use of Val Verde Unified School District RFQ No. 2023-2024-02 for the purchase and delivery of farm to school fresh produce, effective October 11, 2023 through June 30, 2024. 136

[VAL VERDE RFQ NO. 2023-2024-02.docx](#) 

- 18.1 6. Approve an independent consultant services agreement for menu review and compliance assistance with My School RD, effective October 11, 2023 through February 28, 2024. 137 - 139

[MENU REVIEW - MY SCHOOL RD.docx](#) 

[My School RD ICA.pdf](#) 

- 18.1 7. Approve a 60-month lease agreement for two copiers at Rio Vista Elementary School with Konica 140

Minolta Leasing Services, effective November 1, 2023 through October 31, 2028.

[KONICA MINOLTA COPIER LEASE - RIO VISTA.docx](#) 

- 18.1 Approve renewal of the Microsoft Enterprise Desktop 141 - 144
8. Schools Licensing and Subscription, effective
November 1, 2023 to October 31, 2024.

[MICROSOFT 365 RENEWAL.docx](#) 

[Microsoft 365 - Renewal Contract.pdf](#) 

- 18.1 Approve an agreement for GPS services with Synovia 145 - 146
9. Solutions, LLC (A CalAmp Company), effective
November 1, 2023 through October 31, 2024.

[GPS TRACKING SOLUTION.docx](#) 

[Synovia \(CalAmp\).pdf](#) 

- 18.2 Approve a settlement agreement and general release 147 - 161
0. for 2022-23 transportation services to Whittier
Christian High School, effective October 11, 2023.

[WHITTIER CHRISTIAN SETTLEMT. AGREEMT.docx](#) 

[PYLUSD - WCHS Settlement.pdf](#) 

19. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION

- 19.1. Adopt the Instructional Materials Resolution No. 23- 162 - 164
05 for the 2023-24 School Year.

[Instructional Materials Resolution No. 23-05 - Detail.docx](#) 

[Instructional Materials Resolution 2023-24 \(1\).pdf](#) 



- 19.2. Approve Mark Burnett of DJ B Diamond Music 165 - 167
Services for the Adult Transition Fall Harvest Dance
at Venture Academy.

[Mark Burnett - Detail.docx](#) 

[Mark Burnett - Contract.pdf](#) 

- 19.3. Ratify the Independent Contractor Agreement with 168 - 212

Maxim Health Staffing, provider of special education services.

[Ratify Maxim 2023-24 - Detail.docx](#)  [Ratify Maxim 2023-24 detail.docx](#) 

[Maxim Health Staffing 2023-2024 - Master Contract.pdf](#) 

- 19.4. Approve the Independent Contractor Agreement with Maxim Health Staffing, provider of special education and childcare services during the 2023-24 school year. 213 - 256

[Maxim Health Staffing detail.docx](#) 

[Maxim Health Staffing 2023-2024 - Master Contract.pdf](#) 

- 19.5. Approve the Independent Contractor Agreement with Ponzuric Learning Solutions for leadership team training to assist the school district in best practices related to evaluation of students referred to special education during the 2023-24 school year. 257 - 259

[Ponzuric Learning Solutions Detail.docx](#) 

[Ponzuric Learning Solutions- Contract.pdf](#) 

- 19.6. [Creative Behavior Ratify.docx](#)  260 - 303

[Creative Behavior Interventions - Master Contract.pdf](#) 

- 19.7. Approve the master contract with Creative Behavior Interventions, provider of special education from October 11, 2023 through June 30, 2024. 304 - 347

[Creative Behavior Interventions - Detail.docx](#) 

[Creative Behavior Interventions - Master Contract.pdf](#) 

- 19.8. Approve the Independent Contractor Agreement with Bright Artists for the After School Education and Safety Programs (ASES) at Melrose, Rio Vista, Ruby Drive, Topaz, and Tynes Elementary Schools during the 2023-24 school year. 348 - 350

[Bright Artists detail.docx](#) 

[Bright Artists - ICA.pdf](#) 

- 19.9. Approve the Independent Contractor Agreement with Stagelight Performing Arts for the Expanded Learning Program for the 2023-24 school year. 351 - 355

[Stagelight Performing Arts detail.docx](#) 

[Stagelight Performing Arts - Contract.pdf](#) 

- 19.10. Approve the Independent Contractor Agreement with Anthony Palermo, dba RuyaSonic/SPARX, to provide an assembly for fourth- through sixth-grade GATE and high-achieving students at Fairmont Elementary on October 24, 2023. 356 - 358

[Anthony Palermo dba RuyaSonic SPARX - Detail.docx](#) 

[Anthony Palermo dba RuyaSonic - ICA.pdf](#) 

- 19.11. Approve the school field trip contracts with California State University, Fullerton (CSUF) Titan Bowl and Billiards for elementary fifth and sixth grades for the 2023-24 school year. 359 - 365

[Titan Bowl-Cal State Fullerton - Detail.docx](#) 

[Titan Student Union - Mable Paine - Contract.pdf](#) 

- 19.12. Approve Read Naturally® Live digital subscription for Tynes Elementary School, kindergarten through sixth grades, for the 2023-24 school year. 366 - 367

[Read Naturally - Detail.docx](#) 

[Read Naturally - Quote.pdf](#) 

- 19.13. Approve the agreement between Bryant Ranch Elementary School and School Specialty for the online program, Wordly Wise i3000, for the 2023-24 school year. 368 - 370

[School Specialty Wordly Wise - Detail.docx](#) 

[School Specialty - Wordly Wise - Quote.pdf](#) 

- 19.1 371 - 373
4. Approve the subscription renewals with WeVideo so the middle school video production classes can continue utilizing their services during the 2023-24 school year.

[WeVideo Subscription Renewals - Detail.docx](#) 

- 19.1 374
5. Approve the secondary professional development additional teacher hours for the 2023-24 school year.

[Secondary Teacher Hours - Detail.docx](#) 

- 19.1 375 - 376
6. Present the quarterly report for the uniform complaints for the period of July 1-September 30, 2023.

[1st Quarter Uniform Complaint Form 2023-24 - Detail.docx](#) 

- 19.1 377 - 380
7. Accept gifts as listed, such action being in compliance with Education Code Section 41032, and direct the Superintendent to send letters of appreciation.

[Gifts10.10.23 - Detail \(1\).docx](#) 

[List of Books Donated to Sierra Vista.pdf](#) 

[List of Books Donated to Woodsboro.pdf](#) 

20. CONSENT CALENDAR - STUDENT SERVICES

- 20.1. 381 - 383
Adopt Resolution No. 23-07 designating October 22-28, 2023, as "Red Ribbon Week" in the Placentia-Yorba Linda Unified School District.




[Red Ribbon Week Resolution No. 23-07.Detail.docx](#) 

[Red Ribbon Week Resolution No. 23-07.docx](#) 

- 20.2. 384 - 386
Approve the school-sponsored field trip for Yorba Linda High School Song to attend the National

Dance Team Championships in Orlando, Florida on January 31-February 6, 2024.

[YLHS Song Field Trip - National Dance Team Championships.Detail.docx](#) 

- 20.3. Approve the school-sponsored field trip for the Esperanza High School girls soccer team to attend the game and retreat in Skycrest, California, on December 8-10, 2023. 387 - 388
[EHS Women's Soccer Field Trip - Game and Retreat.Detail.docx](#) 
- 20.4. Approved the school-sponsored field trip for the Esperanza High School team to participate in the Girls Basketball Annual Tournament in Boise, Idaho, on December 27-30, 2023. 389 - 390
[EHS Girls Basketball Field Trip - Idaho Annual Tournament.Detail.docx](#) 
- 20.5. Approve the school-sponsored field trip for Esperanza High School wrestling team to attend the La Costa Canyon Wrestling Tournament in La Costa Canyon, CA, on December 8-9, 2023. 391 - 392
[EHS Wrestling Field Trip - La Costa Tournament.Detail.docx](#) 
- 20.6. Approve the school-sponsored field trip for Esperanza High School boys wrestling team to participate in the Doc Buchanan Wrestling Tournament in Clovis, CA on January 4-6, 2024. 393 - 394
[EHS Boys Wrestling Field Trip - Doc B Tournament.Detail.docx](#) 
- 20.7. Approve the school-sponsored field trip for the El Dorado High School cross country team to participate in the CIF State Cross Country Championships in Fresno, CA on November 24-25, 2023. 395 - 396

[EDHS Cross Country Field Trip - CIF State Championships.Detail.docx](#) 

- 20.8. Approve the school-sponsored field trip for the El Dorado High School water polo team to participate in the Oxnard Varsity Water Polo Tournament in Oxnard, CA on January 12-13, 2024. 397 - 398

[EDHS Water Polo Field Trip - Oxnard Tournament.Detail.docx](#) 

- 20.9. Approve the school-sponsored field trip for the Yorba Linda High School wrestling team to participate in the Sierra Nevada Classic Wrestling Tournament in Reno, Nevada, on December 27-30, 2023. 399 - 400

[YLHS Wrestling Field Trip - Sierra Nevada Tournament.Detail.docx](#) 

- 20.10. Approve the school-sponsored field trip for the Yorba Linda High School Basketball team to participate in the Kaylee Scholarship Association Holiday Boys Basketball Tournament in Orlando, Florida on December 26-30, 2023. 401 - 403

[YLHS Basketball Field Trip - Boys KSA Holiday Tournament.Detail.docx](#) 

- 20.11. Approve the school-sponsored field trip for Yorba Linda High School Cheer to participate in the JAMZ School Cheer Nationals in Las Vegas, Nevada on January 25-28, 2024. 404 - 405

[YLHS Cheer Field Trip - JAMZ School Cheer Nationals.Detail.docx](#) 

21. CONSENT CALENDAR - HUMAN RESOURCES

- 21.1. Approve Retainer Agreement with Harbottle Law Group. 406 - 409

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

[Harbottle Agreement.pdf](#) 

- 21.2. Approve the Student Affiliation Agreement-University of St. Augustine for Health Sciences, October 11, 2023-October 11, 2026 410 - 418

[St. Augustine Health Science Detail.pdf](#) 

[St. Augustine for Health Science.pdf](#) 

- 21.3. Approve the Notice of Assignment of Affiliation Agreement-University of Phoenix, Inc., October 11, 2023-June 21, 2025. 419 - 429

[University of Phoenix Transition.docx](#) 

[Notice of Assignment Univ of Phoenix.pdf](#) 

- 21.4. Approve Classified Human Resources Board Report. 430 - 451

[Class Board 10-10-23.doc](#) 

- 21.5. Approve Certificated Human Resources Board Report. 452 - 471

[Cert Board 10-10-23.doc](#) 

22. 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.

- Band Pageant
- High School Showcase

23. BOARD REPORT

Per Board Bylaw 9420, *Board and Superintendent's Reports*, it is intended that these reports and comments be brief and shall normally be limited to not more than thirty minutes for the entirety of the Board Report section.

1. Communications
2. Board Report
 - o Conferences, workshops, and meetings
 - o PYLUSD class visitations and activities
 - o Participating district's activities

- o CSBA and OCSBA activities

24. ADJOURNMENT

Adjourn the October 10, 2023 Board of Education Meeting at



Placentia-Yorba Linda Unified School District
September 12, 2023 Regular Meeting Minutes

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

Teleconference Notice

Trustee Todd Frazier participated in this meeting and voted 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
Hampton Inn and Suites-main meeting room
433 Harold Bentley Avenue
Fairbanks, Alaska 99701

1. CALL TO ORDER

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District was called by Shawn Youngblood, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., at 5:00 p.m., Tuesday, September 12, 2023 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

A motion was made that "just cause" exists for Trustee Marilyn Anderson to attend this meeting remotely.

Moved by: Shawn Youngblood

Seconded by: Leandra Blades

Aye Leandra Blades, Todd Frazier, and
Shawn Youngblood

Abstain Marilyn Anderson

Carried 3-0

2. ADJOURN TO CLOSED SESSION

3. CLOSED SESSION

Adjourned to Closed Session at 5:03 p.m. for the purpose of discussing:

- 3.1 Public Employee Discipline / Dismissal / Suspension / Release / Leave/ Assignment /Nonreelection / Nonreappointment / Resignation / Reinstatement Pursuant to Government Code §54957
- 3.2 Personnel Matters Public Employee Appointments/ Employment Pursuant to Government Code §54957
- 3.3 Conference with labor negotiators Dr. Alex Cherniss, Superintendent; Gary Stine, Assistant Superintendent, Administrative Services; Dr. Issaic Gates, Assistant Superintendent, Human Resources
- 3.4 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: One case
- 3.5 Claims

4. REGULAR SESSION

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

5. REPORT OF BOARD ACTION TAKEN IN CLOSED SESSION

The Board took action to appoint Genessis Melendrez, Middle School Assistant Principal, effective September 13, 2023.

Moved by: Carrie Buck

Seconded by: Leandra Blades

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

Carried 5-0

The Board took action to appoint Michelle Serigstad-Miller, Elementary School Assistant Principal, effective August 30, 2023.

Moved by: Leandra Blades

Seconded by: Carrie Buck

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

Carried 5-0

The Board took action to approve the special education settlement agreement for Student Identification No. 1739.

Moved by: Leandra Blades

Seconded by: Carrie Buck

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

Carried 5-0

The Board took action to approve the special education settlement agreement for Student Identification No. 1740.

Moved by: Carrie Buck

Seconded by: Marilyn Anderson

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

Carried 5-0

The Board took action to approve the special education settlement agreement for Student Identification No. 1569.

Moved by: Leandra Blades

Seconded by: Todd Frazier

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

Carried 5-0

6. PLEDGE OF ALLEGIANCE TO THE FLAG

7. MOMENT OF SILENCE

President Shawn Youngblood called for a moment of silence to honor the thousands of Americans who lost their lives as a result of the attack on our nation September 11.

8. SEAT STUDENT BOARD MEMBER (General Functions Item #1)

9. ROLL CALL

Members Present: Shawn Youngblood, President; Leandra Blades, Vice President; Todd Frazier, Clerk (via teleconference); Marilyn Anderson, Trustee (via teleconference); Carrie Buck, Trustee (arrival at 5:03 p.m.); Dr. Alex Cherniss, Secretary; Aidan Mintzer (Student Board Member)

10. APPROVAL OF AGENDA

Approved the September 12, 2023 Board of Education agenda as amended.

Moved by: Leandra Blades

Seconded by: Marilyn Anderson

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

Carried 5-0

11. PUBLIC COMMENT ANNOUNCEMENT

12. APPROVAL OF MINUTES

Approved the minutes of the Regular Meeting of August 8, 2023 as presented.

Moved by: Carrie Buck

Seconded by: Leandra Blades

Aye Leandra Blades, Carrie Buck, Todd

Frazier, Shawn Youngblood, and
Marilyn Anderson

Carried 5-0

13. STUDENT BOARD REPORT

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

14. SUPERINTENDENT'S REPORT

Superintendent Dr. Alex Cherniss reported on:

- Start of School
- State of the School District Address and Back-to-School Video
- Outdoor Science Camp (OSS) for all PYLUSD Elementary Schools
- PYLUSD Computer Science Specialized School
- US News and World Report High School Ranking
- Superintendent Advisory Committee Update
- California PBIS Recognition
- Advance Program: Diploma Bound Program at El Camino HS

15. PUBLIC COMMENT

The following people addressed the Board:

- Sarah Phillips re: National Honor Society
- Kayla Jones re: after-school athletics costs
- Josh Schroeder re: opposition of parental notification policy
- Linda Manion re: Association of Placentia Linda Educators (APLE)
- Megan Moscol re: student teachers, expanded dual enrollment options, facilities consideration for earlier annual start
- Kimberly Racette re: opposition to school calendar change
- Jeannie Paik re: support for school calendar change
- Jennifer Orejudos re: support for school calendar change

- Janet Chang re: support for school calendar change
- Jennie Bremer re: naloxone
- Nick Brown re: school calendar change

16. BOARD REPORT

Board members Buck, Anderson, Frazier, Blades, and Youngblood reported on school visits, conference attendance, and meeting participation.

17. ACTION ITEMS - GENERAL FUNCTIONS

17.1 Seat Student Board Member

Appointed Aidan Mintzer as the student board member for the first semester of the 2023-24 school year.

Moved by: Leandra Blades

Seconded by: Carrie Buck

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

Carried 5-0

18. ACTION ITEMS - BUSINESS SERVICES

18.1 2022-23 Unaudited Actuals (SACS Financial Report)

Approved the June 30, 2023 fund balances and unaudited actuals as reflected in the SACS Financial Report.

Moved by: Carrie Buck

Seconded by: Leandra Blades

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

Carried 5-0

19. ACTION ITEMS - CURRICULUM AND INSTRUCTION

19.1 Arts, Music, and Instructional Materials Block Grant Plan

Adopted the Arts, Music, and Instructional Materials Block Grant.

Moved by: Leandra Blades

Seconded by: Carrie Buck

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

Carried 5-0

20. ACTION ITEMS - HUMAN RESOURCES

20.1 Resolution No. 23-09 Week of the School Administrator

Approved Resolution No. 23-09 to designate the week of October 8-14, 2023 as the Week of the School Administrator.

Moved by: Leandra Blades

Seconded by: Marilyn Anderson

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

Carried 5-0

21. CONSENT CALENDAR

Approved the following listed recommendations.

Moved by: Carrie Buck

Seconded by: Leandra Blades

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

Carried 5-0

22. CONSENT CALENDAR - SUPERINTENDENT

22.1 Item pulled and amended by Trustee Carrie Buck.

22.1a. Nominate Marilyn Anderson for the Bridges at Kraemer Place Community Advisory Board.

Moved by: Carrie Buck

Seconded by: Marilyn Anderson

Aye Carrie Buck and Marilyn Anderson

Nay Leandra Blades, Todd Frazier, and
Shawn Youngblood

Denied 2-3

22.1b. Nominated Leandra Blades for the Bridges at Kraemer Place Community Advisory Board.

Moved by: Leandra Blades

Seconded by: Todd Frazier

Aye Leandra Blades, Todd Frazier, and
Shawn Youngblood

Nay Carrie Buck and Marilyn Anderson


Carried 3-2

22.2 Approved the service agreement with Niche for digital marketing solutions effective October 1, 2023, to September 30, 2024.




23. CONSENT CALENDAR - BUSINESS SERVICES

23.1 Approved/ratified purchase orders in the following amounts: **(2023/24)**-General Fund (0101), \$9,588,401.77; Child Development Fund (1212), \$113,677.32; Cafeteria Fund (1313), \$868,428.21; Deferred Maintenance Fund (1414), \$104,954.52; Capital Facilities Fund (2525), \$295,511.00; Capital Facilities Agency Fund (2545), \$802,243.51; School Facilities Fund Prop 47 (3539), \$607,290.43; Insurance Workers Comp Fund (6768), \$225,543.82;

Insurance Health & Welfare Fund (6769),
\$165,000.00; Insurance Property Loss Fund (6770),
\$25,000.00.

- 23.2 Approved warrant listings in the following amounts:
Check #256683 through 257216; current year
expenditures (July 23, 2023 through August 26,
2023) \$8,030,845.32; and payroll registers 1A,
\$1,397,848.89, 1B, \$3,209,176.34.
- 23.3 Accepted as complete the project(s) listed and
authorized filing Notice(s) of Completion.
[NOCs.pdf](#) 
- 23.4 Approved the declaration of property surplus,
disposal of the items by public auction, and disposal
of any items not acceptable for auction by the most
economical means.
- 23.5 Approved designation of textbooks as obsolete and
approved disposal.
- 23.6 Approved the Consultant Services Agreement with
Sawaya Engineering to review title report and plot
easements at Wagner Elementary School –
Maintenance and Facilities – as listed in accordance
with Board Policy No. 4124, Retention of
Consultants.
- 23.7 Approved the reimbursement agreement with North
Orange County Regional Occupational Program
(NOCROP) for the construction pathway
improvements at Valencia High School effective
through June 30, 2024.
- 23.8 Authorized use of Santa Cruz City School District
Facility Supply Services Contract for the purchase of
modular buildings with American Modular Systems


through June 10, 2024.

- 23.9 Authorized use of (DGS) Contract No. 4-21-10-1072 for the purchase, warranty, installation, and repair of HVAC and mechanical equipment with Carrier Corporation, effective September 13, 2023 through May 30, 2024.
- 23.10 Approved renewal of the district annual membership with School Services of California, Inc. from October 1, 2023 through September 30, 2023.
- 23.1 Adopted Resolution No. 23-04 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, Bradd Runge, Suzanne Morales, Dana Griffiths, Renee Gray, and Don Rosales, effective September 13, 2023.
[Resolution No. 23-04 Signature Authority.pdf](#) 
- 23.1 Adopted Resolution No. 23-03 identifying the actual appropriations limit for 2022-23 and establishing an estimated appropriations limit for 2023-24.
[Resolution No. 23-03 Gann.pdf](#) 
- 23.1 Adopted Resolution No. 23-08 authorizing the following personnel to sign and/or electronically approve various documents for the district: Alex Cherniss, Gary Stine, Cristina Michel, Phuong Tran, Dana Griffiths, and Don Rosales.
[Resolution No. 23-08 Signature Auth-Fiscal.pdf](#) 
- 23.14 Awarded Bid No. 224-03 for custodial supplies to Glasby Maintenance Supply Company, effective September 13, 2023, through September 12, 2024.
- 23.15 Approved a 60-month lease agreement for one

copier in Human Resources with Xerox Financial Services, effective October 1, 2023 through September 30, 2028.

- 23.16 Authorized use of Bid No. 2122-SC11-01 with South County Support Services Agency for the purchase of three (3) buses from Model 1 Commercial Vehicles, effective September 13, 2023 through June 30, 2024.

24. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION

- 25.1 Approved the Independent Contractor Agreement with Solution Tree, Inc. to provide three PLC professional development sessions to principals during the 2023-24 school year.
- 24.1 Approved the Independent Contractor Agreement with Solution Tree, Inc. to provide three PLC professional development sessions to principals during the 2023-24 school year.
- 24.2 Approved the Independent Contractor Agreement with Edlio, LLC. to provide website services for school sites throughout the district during the 2023-24 school year.
- 24.3 Item pulled from agenda by Superintendent Dr. Alex Cherniss
Adopt the Instructional Materials Resolution No. 23-05 for the 2023-24 school year.
- 24.4 Approved Resolution No. 23-06, Constitution Day Education Program on or near September 17, 2023.
[Resolution No. 23-06 Constitution Day.pdf](#) 
- 24.5 Approved the Independent Contractor Agreement with Soliant Health, LLC., provider of speech intervention and pathology evaluations, for the 2023-

24 school year.

- 24.6 Approved the Independent Contract Agreement with Dr. Marlen Barbee, provider of psychological assessment services for the 2023-24 school year.
- 24.7 Approved the Independent Contract Agreement with Lee Ann Jung for Inclusion Training, Universal Design for Learning (UDL) and Professional Development Modules and coaching with pilot schools for the 2023-24 school year.
- 24.8 Ratified the agreement with Ponzuric Learning Solutions for leadership training to assist PYL in best practices related to the evaluation of students referred to special education on August 22, 2023.
- 24.9 Approved the Independent Contractor Agreement with Rhythmo, Inc., Mariachi Academy for the after-school program at Rio Vista Elementary School during the 2023-24 school year.
- 24.10 Approved the Independent Contractor Agreement with CNJ Associates for the 2023-24 school year.
- 24.11 Approved the Independent Contractor Agreement with Kassirer Sports for the Expanded Learning Program for the 2023-24 school year.
- 24.12 Approved the Independent Contractor Agreement with S.E.T. Basketball Academy, LLC for the 2023-24 school year.
- 24.13 Approved the Independent Contractor Agreement with Dreams for Schools for the 2023-24 school year.
- 24.14 Approved the Independent Contractor Agreement with Magical Presentations, Inc., a PBIS-aligned assembly, for Brookhaven Elementary School on

February 13, 2023.

- 24.15 Approved the agreement with Irvine Ranch Outdoor Science Camp for students in fifth and sixth grades for the 2023-24 school year.
- 24.16 Approved additional hours of professional development for TK-6 teachers for the 2023-24 school year.
- 24.17 Approved the annual contract renewal with Cambridge Assessment International for Valencia High School for the 2023-24 school year.
- 24.18 Approved the amendment to the North Orange County Community College District (NOCCCD) College and Career Access Pathways: a dual enrollment partnership agreement for the 2023-24 school year.
- 24.19 Approved the Independent Contractor Agreements with Klett World Languages and Carnegie Learning to provide complimentary onboarding for teachers to implement the new materials into their curriculum.
- 24.20 Approved Rebecca Allan as the North Orange County Regional Consortium Designated Representative for PYLUSD for the 2023-24 school year.

25. CONSENT CALENDAR - STUDENT SERVICES

- 25.1 Item pulled by Trustee Carrie Buck
Approved the MOU between PYLUSD and the city of Anaheim for the provision of one School Resource Officer for the 2023-24 school year.
Moved by: Carrie Buck
Seconded by: Leandra Blades

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

Carried 5-0

- 25.2 Approved the independent contractor agreement with Professional Tutors of America, effective September 13, 2023-June 30, 2024.
- 25.3 Approved the extended field trip for Yorba Linda High School to participate in Santa Barbara High School's Tournament of Champions, September 21-23, 2023 in Santa Barbara, California.
- 25.4 Approved the extended field trip for Esperanza High School to participate in the California State Cross Country Championships in Fresno, California, November 24-25, 2023.
- 25.5 Approved the extended field trip for Esperanza High School to participate in the girls and boys cross country Clovis Invitational in Clovis, California, October 6-7, 2023.

26. CONSENT CALENDAR - HUMAN RESOURCES

- 26.1 Approved the Clinical Rehabilitation Waiver for Amy Takamoto.
- 26.2 Approved the Clinical Rehabilitation Waiver for Liana Lambert.
- 26.3 Approved the Student Teaching Memorandum of Understanding with Central State University's College of Education, September 13, 2023-September 13, 2026.
- 26.4 Approved the amendment to the Affiliation Agreement for Chapman University, September 13,

2023-September 28, 2026.

- 26.5 Approved the Student Teaching/Clinical Practice Partnership Agreement with Point Loma Nazarene University School of Education, September 13, 2023-August 31, 2026.
- 26.6 Approved the Teaching Internship Agreement-Point Loma Nazarene University School of Education, September 13, 2023-August 31, 2026.
- 26.7 Approved the Fieldwork Placement Agreement with Point Loma Nazarene University School of Education, September 13, 2023-August 31, 2026.
- 26.8 Approved Clinical Affiliation Agreement-Massachusetts Emerson College, September 13, 2023-September 13, 2026.
- 26.9 Approved Classified Human Resources Report.
[Class Board 09-12-23.pdf](#) 
- 26.1 Approved Certificated Human Resources Report.
0 [Cert Board 09-12-23.pdf](#) 

27. ADJOURNMENT

Adjourned the September 12, 2023 Board of Education Meeting in memory of Celia Roldan, Ruby Drive Elementary School volunteer, at 8:05 p.m.

Moved by: Leandra Blades

Seconded by: Carrie Buck

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

Carried 5-0

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

BOARD POLICY 6164.3, PARENTAL NOTIFICATION POLICY, FIRST READING

Background

The Board periodically reviews, updates, or develops board policy to ensure compliance with state law or establish procedures regarding the operation of the district. The superintendent is recommending this policy for approval.

Financial Impact

No cost to the district

Administrator

Dr. Alex Cherniss, Superintendent

BOARD POLICY

Placentia-Yorba Linda Unified School District

Instruction

6164.3 - BP

PARENTAL NOTIFICATION POLICY

The Placentia-Yorba Linda Unified School District Board of Education strives to foster trust and communication between the District and the parent(s)/guardian(s) of its students. To that end, the Board supports the fundamental rights of parent(s)/guardian(s) to direct the care and upbringing of their children, including the right to be informed of and involved in their child's education to promote positive educational outcomes.

Due to the current nationwide mental health crisis exacerbated by the global pandemic, the Placentia-Yorba Linda Unified School District recognizes the need for frequent, ongoing and oftentimes immediate communication between school administration, staff, and parents/guardians. Furthermore, with reports of depression, anxiety and suicide rates at an all-time high among public school students, action is needed to address this emerging crisis and support the health and welfare of district students.

California Education Code Section 49602(c) permits school counselors to release confidential information when "Reporting information to the principal or parents of the pupil when the school counselor has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety or welfare of the pupil or the following other persons living in the school community: administrators, teachers, school staff, parents, pupils and other school community members."

Therefore, all school counselors within the Placentia-Yorba Linda Unified School District shall comply to the fullest extent with California Education Code Section 49602(c) regarding all non-academic related counseling services with students, within 24 hours when they have reasonable cause to believe that doing so will avert a clear and present danger to the health, safety, or welfare of those identified in Section 49602(c).

Furthermore, Board Policy 2440 provides that, "In any situation in which immediate action is needed to avoid any risk to the safety and security of district students, staff, or property or disruption to student learning, the superintendent or designee shall have the authority to act on behalf of the district."

Furthermore, the Superintendent directs all non-school counselors to notify parents within 24 hours of all non-academic related communications which would "avoid any risk to the safety and security of district students, staff, or property or disruption to student learning as set forth in BP 2440".

It is the intent of Placentia-Yorba Linda Unified School District in enacting this parental notification policy to integrate parent(s)/guardian(s) into the decision-making process for mental health and social-emotional issues of their children arising at school at the earliest possible time in order to prevent or reduce potential instances of harm to self or others as well as promote communication and positive relationships with parent(s)/guardian(s) of pupils that promote positive educational outcomes for pupils' academic and social-emotional success.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

REVISE BOARD POLICY 6141.5 - INDEPENDENT STUDY, FIRST READING

Background

The Placentia-Yorba Linda Unified School District School 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 the revision of the following Board Policy in accordance with recommendations from our auditor. This will be a first reading. Staff recommends waiving a second reading and approving the board policy as presented due to the minimal changes made under the recommendation of our auditor.

Financial Impact

Not Applicable

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Jeremy Powell, Chief Technology Officer

BOARD POLICY

Placentia-Yorba Linda Unified School District Instruction

INDEPENDENT STUDY

6141.5 - BP

The Placentia-Yorba Linda Unified School District Board of Education authorizes Independent Study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent Study shall offer a means of individualizing the educational plan to serve students who desire a more personalized educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. The Board recognizes that by offering a range of quality options, including classroom-based, hybrid, and non-classroom based programs, instruction is better tailored to meet students' needs, thereby improving academic outcomes.

As necessary to meet student needs, Independent Study may be offered on a long-term or short-term basis in conjunction with full or part-time classroom study. ~~Short-term~~ Independent Study shall last for no fewer than 3 ~~and no more than 14~~ **consecutive** school days.

Independent Study coursework is aligned to grade-level standards that is substantially equivalent to in-person instruction. High school students will have access to all courses offered for graduation requirements and approved by the University of California or the California State University as creditable under the A-G admissions criteria through Independent Study. No course required for high school graduation shall be offered exclusively through independent study.

A student's participation in Independent Study shall be voluntary. Independent Study can be course-based or traditional. Students participating in traditional long-term Independent Study shall have the right, at any time, to return to the regular school program. Students wishing to return to in-person instruction from Independent Study will be transitioned within five (5) school days.

Parents/guardians of students who are interested in Independent Study may request that the school district conduct a telephone, videoconference, or in-person student-parent-educator conference or other school meeting during which the student, parent or guardian, or if requested by the parent, an education advocate, may ask questions about the educational options prior to signing agreements to participate in Independent Study. The Principal or designee shall approve Independent Study for an individual student upon determining that the student is prepared to meet the district's requirements for Independent Study.

Pursuant to Education Code Section 51745(c), an individual with exceptional needs, as defined in Section 56026, may participate in independent study, if the student's individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study pursuant to paragraph (5) of subdivision (a), the student's individualized education program team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, the student's need for adult support, or the student's need for special education or related services shall not preclude the individualized education program team from determining that the student can receive a free appropriate education in an independent study placement.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code Section 48206.3 through independent study.

The Superintendent or designee shall ensure that each student participating in Independent Study will have an executed written master agreement that includes, but is not limited to, all the requirements of Education Code section 51747(g) for traditional Independent Study or, as appropriate, a learning agreement that includes, but is not limited to, all of the requirements of Education Code section 51749.6 for students participating in course-based Independent Study. Written agreements must be agreed upon and signed, in-person or electronically, by the student, parent, legal guardian, or caretaker if the student is under the age of 18, teacher of record, and the special education case manager of the student, if applicable, **and a current written agreement for each Independent Study pupil shall be maintained on file**. For a student participating in an Independent Study program scheduled to last more than 14 **cumulative school** days, written agreements must be signed prior to the commencement of Independent Study. Short-term Independent Study master agreements must be signed within 10 days of the start of short-term Independent Study.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, for all grades and programs in Independent Study, the maximum length of time which may elapse between the time the assignments are made and the date by which the student must complete the assigned work is 14 consecutive school days for short-term independent study and no more than 20 consecutive school days for long-term independent study. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

Students enrolled in Independent Study are provided with and expected to participate in Live Interaction (defined as some contact with school personnel) and/or Synchronous Instruction (defined as live two way communication, as either group or individual, with the student's teacher) opportunities. These interactions may take place online, over the phone, or in person. Learning opportunity requirements vary by grade level.

TK-3: Daily Synchronous Instruction

4-8: Both daily Live Interaction and weekly Synchronous Instruction

9-12: Weekly Synchronous Instruction

The requirements for tiered reengagement strategies, Synchronous Instruction Live Interaction and transition plans to return to in-person instruction shall not apply to students that participate in an Independent Study program for fewer than 15 school days in a school year and students enrolled in a comprehensive school for classroom based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision.

Access will be provided to all students to the connectivity and devices needed for participation and completion of work.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in Independent Study or the student should return to the regular school program whenever the student falls below a level of satisfactory educational progress and/or misses four assignments. Satisfactory educational progress is determined based on student achievement, engagement, completion of assignments, learning required concepts, and progress toward completion of the course of study or specific course. A written record of the findings of the evaluation will be retained for a minimum period of three years from the date of evaluation and, if the student transfers to another California public school, the record will be forwarded to that school.

Pursuant to Education Code 51747(d) procedures for tiered reengagement strategies for all pupils who are not generating attendance for more 10 percent of required minimum instructional time over four continuous weeks, pupils found not participatory in synchronous instructional offerings pursuant to Section 51747.5 for more than 50 percent of the scheduled times of Synchronous Instruction in a school month, as applicable by grade span, or pupils who are in violation of the written agreement, shall include local programs intended to address chronic absenteeism and the following:

1. Verification of current contact information for each enrolled student.
2. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation.
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary.
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the Independent Study program's impact on the student's achievement and well-being, consistent with satisfactory educational progress.

The Superintendent or designee shall establish administrative regulations and procedures to implement this policy in accordance with the California Education Code Section 51747.

Legal Reference: Education Code Sections 11701, 11701.5, 11703 Sections 46300, 46300.2, 46300.3, 46300.6, 48206.3

Sections 51747, 51747.3, 51749.5, 56026, 57145

Sections 51749.3, 46300 (e), and 46300.4 - 46300.7

Title V Division I, Chapter II, Subchapter 13 (Sections 11700 - 11703)

Policy adopted: 11/14/88

Policy revised: 7/28/92

Policy revised: 7/11/95

Policy revised: 2/22/00

Policy revised: 6/18/02

Policy revised: 10/9/07

Policy revised: 5/26/09

Policy revised: 3/5/19

Policy revised: 8/30/2021

Policy revised: 10/11/2022

INDEPENDENT STUDY FOR EXTENDED ABSENCE

The Placentia-Yorba Linda Unified School District Board of Education recognizes that circumstances occur which necessitate prolonged student absences from school. In such instances the parents may apply for an independent study arrangement, developed in accordance with legal requirements as provided for in the Education Code. This arrangement shall serve as a temporary alternative to regular classroom instruction.

Independent Study refers to a formal independent learning arrangement in which a written agreement exists between a student, the student's parent/guardian, the teacher(s), and the designated supervisor. All instruction using independent study as a modality shall be consistent with the district's prescribed curriculum and shall be designed to meet the needs of the participating student.

Legal Reference:	<u>Education</u> <u>Code</u>	Section 46114, 46300, 51745, 51746
	<u>Title V</u>	Chapter 13
		(Sections 11700-11703)

Policy adopted: 3/24/92

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

RESOLUTION NO. 23-10, CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT AND ADOPT FINDINGS OF FACT AND OTHER WRITTEN FINDINGS AND A STATEMENT OF OVERRIDING CONSIDERATIONS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE EL DORADO HIGH SCHOOL FIELD LIGHTING PROJECT; APPROVE THE PROJECT; AND DELEGATE AUTHORITY TO STAFF TO EXECUTE A NOTICE OF DETERMINATION

Background

The District is proposing to add permanent lighting to the synthetic track/field at El Dorado High School. Prior to commencing the project, the District must comply with the California Environmental Quality Act ("CEQA"). In conformance with CEQA, the CEQA guidelines, and District CEQA procedures, staff conducted an extensive environmental review of the proposed project. This process included an Initial Study (IS)/Notice of Preparation (NOP) on April 29, 2022. A scoping meeting was held on May 24, 2022 in person at El Dorado High School.

The Draft Environmental Impact Report (DEIR) began the 45-day public review period on April 3, 2023, and commenced on May 17, 2023. Two public informational meetings were held on April 11, 2023 and May 9, 2023 to present an overview on the CEQA process, the project description, and the conclusion of the DEIR.

The Final Environmental Impact Report (FEIR) includes the Response to Comments to the DEIR, Findings of Fact, and the Statement of Overriding Considerations.

Resolution No. 23-10 is necessary to certify the FEIR, comply with the CEQA process, and approve the permanent lighting project on the synthetic track/field at El Dorado High School.

Financial Impact

No fiscal impact

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

RESOLUTION NO. 23-10

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT AND ADOPTING FINDINGS OF FACT AND OTHER WRITTEN FINDINGS AND A STATEMENT OF OVERRIDING CONSIDERATIONS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE EL DORADO HIGH SCHOOL FIELD LIGHTING PROJECT; APPROVING THE PROJECT; AND DELEGATING AUTHORITY TO STAFF TO EXECUTE A NOTICE OF DETERMINATION

WHEREAS, the Placentia Yorba Linda Unified School District (“District”) has determined a need to install field lighting at El Dorado High School (“El Dorado HS”), located at 1651 N. Valencia Ave, Placentia, California 92870 (“Project Site”);

WHEREAS, to add permanent lighting to the synthetic track/field consisting of four pre-cast concrete bases with four galvanized steel poles 80 feet tall, with light emitting diode (LED) luminaries at 16 feet and 80 feet (collectively, “Project”); and

WHEREAS, the District desires to expand, operate, and maintain its existing high school on the Project Site for the benefit of the District and the public for which it serves; and

WHEREAS, the District, acting as the lead agency as defined in Public Resources Code Section 21067, has undertaken a review of Project in accordance with the California Environmental Quality Act (“CEQA”); and

WHEREAS, the District prepared an Environmental Impact Report (“EIR”) for the Project, which concluded that with one exception, the project would not have significant environmental impacts; and

WHEREAS, long-term operational noise was found to represent a significant impact and while various mitigation measures and alternatives were evaluated, no feasible mitigation measures or alternatives were identified; and

WHEREAS, the long-term operational noise impact is considered significant and unavoidable; and

WHEREAS, the District prepared and circulated a notice of its intent to prepare an EIR for the Project (“Notice of Preparation”) to all affected governmental agencies the public for a 30-day public review period commencing on April 29, 2022, and concluding on May 30, 2022; and

WHEREAS, in April 2023, the District completed a Draft EIR for the Project, which is hereby incorporated herein by this reference, and circulated the same for public review and comment by the affected governmental agencies and the public; and

WHEREAS, the Project is more specifically defined within the Draft EIR; and

WHEREAS, the public comment period for the Draft EIR commenced on April 3, 2023, and concluded on May 17, 2023; and

WHEREAS, no comments were received from affected governmental agencies, and all comments received have been considered; and

WHEREAS, based on written comments received in connection with the Draft EIR, the District has prepared a Final EIR for the Project, which is hereby incorporated herein by this reference; and

WHEREAS, the Final EIR includes all written comments submitted on the Draft EIR, and the corresponding responses to each comment; and

WHEREAS, the Board has considered all public comments received in regard to the Project, including those received in writing and orally at or before its consideration of this Resolution; and

WHEREAS, the District has also prepared, in conjunction with the Final EIR, certain “Findings of Fact,” which are hereby incorporated herein by this reference. The Findings of Fact identify and summarize the conclusions and findings of the District with respect to the Project, concluding, in part, that analyzed Project alternatives; and

WHEREAS, the District is not required to prepare a “Statement of Overriding Considerations,” as its environmental review did not identify any potentially significant environmental impacts of the Project on the environment; and

WHEREAS, the District has reviewed and considered the environmental analysis contained in the Final EIR and determined that it is adequate, complete, and has been prepared in accordance with CEQA; and

WHEREAS, the Final EIR reflects the District’s independent judgment and analysis; and

WHEREAS, copies of all of the documents constituting the CEQA proceedings set forth herein, including, but not limited to, the Final EIR and Findings of Fact, are on file with the Maintenance and Facilities Office, located at 1301 E. Orangethorpe Avenue, Placentia, California 92870, and, as referenced throughout, are incorporated herein as if set forth in full.

NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein as findings of the Board by this reference.

Section 2. The Board hereby certifies that (1) the Final EIR was presented to and considered by the Board; (2) the Board has reviewed and considered the information contained within the Final EIR; (3) the Final EIR has been completed in compliance with CEQA; and (4) the Final EIR reflects the Board’s independent judgment and analysis of the Project.

Section 3.
and the Project.

The Board has considered all public comments received in regard to the Project Site

Section 4. The Board hereby approves, adopts, and certifies the Final EIR.

Section 5. The Board hereby adopts the Findings of Fact and Statement of Overriding Considerations prepared for the Project.

Section 6. The Board hereby approves the Project.

Section 7. The Board hereby delegates authority to the Superintendent, or the Superintendent’s designee, to cause a Notice of Determination to be filed with the Orange County Clerk and the California Office of Planning and Research (“State Clearinghouse”), and to take any other action reasonably necessary to effectuate the purpose of this Resolution.

APPROVED, ADOPTED, AND SIGNED this 10th day of October, 2023.

Shawn Youngblood, President of the Board of Education of the
Placentia Yorba Linda Unified School District

Todd Frazier, Clerk of the Board of Education of the Placentia
Yorba Linda Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACENTIA YORBA LINDA)

I, Todd Frazier, Clerk of the Board of Education of the Placentia Yorba Linda Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Education of said District at a meeting of the Board of Education held on the 10th day of October, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____

**Todd Frazier, Clerk of the Board of Education of the
Placentia Yorba Linda Unified School District**

**CEQA FINDINGS OF FACT
REGARDING THE
FINAL ENVIRONMENTAL IMPACT REPORT
FOR THE
EL DORADO HIGH SCHOOL FIELD LIGHTING PROJECT
STATE CLEARINGHOUSE NO. 2023040042**

Exhibit A

I. BACKGROUND

The California Environmental Quality Act (CEQA) requires that a number of written findings be made by the lead agency in connection with certification of an environmental impact report (EIR) prior to approval of the project pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code. This document provides the findings required by CEQA.

The lead agency is responsible for the adequacy and objectivity of the EIR. The Placentia-Yorba Linda Unified School District (PYLUSD or District), as lead agency, has subjected the Draft EIR (DEIR) and Final EIR (FEIR) to the agency's own independent review and analysis.

A. PROJECT LOCATION

El Dorado High School (El Dorado HS or EDHS) is located at 1651 Valencia Avenue in the City of Placentia in northern Orange County. The City of Placentia is bounded by the City of Brea to the north, the City of Anaheim to the south, the City of Yorba Linda to the northeast, and the City of Fullerton to the west. Regional access to the city is provided by State Route 57 (SR-57) traversing the City north to south vertically, and State Route 90 (SR-90) traversing the City in a northwest-southeast direction diagonally.

B. PROJECT SUMMARY

The District proposes to add permanent lighting to the synthetic track/field at El Dorado HS (proposed project). The proposed lighting would consist of four pre-cast concrete bases with four galvanized steel poles 80 feet tall, with light emitting diode (LED) luminaires mounted at 16 feet and 80 feet. The El Dorado HS track/field would be used for sporting events and band practice. The proposed maximum field illumination level would be approximately 40 fc. The four light poles would provide the track/field with an average of about 32.1 fc, the track with an average of about 14.4 fc, and the long jump/high jump areas with an average of about 18.6 fc.

The installation of the permanent lighting would enable students to use the track/field for El Dorado HS student use and community use, particularly in the winter months. Currently, students are transported to other schools for practice due to a lack of access, especially during the winter months. The El Dorado HS band would remain on the campus in the fall and use the synthetic field until 9:00 p.m. The El Dorado HS football team would use the field until 9:00 p.m., and the out of season sports would use the field until 9:00 p.m. instead of going off campus. Band practice during the summer (i.e., June and July) would be provided in the evening to avoid conflicts with athletic activities. As with the existing conditions, the newly lit existing synthetic track/field would be available for use by approved

community groups after school hours up to 9:00 p.m. when the field is not in use by El Dorado HS students and during weekends, as provided by the District's use policy.

C. ENVIRONMENTAL REVIEW PROCESS

In conformance with CEQA, the CEQA Guidelines, and PYLUSD's CEQA procedures, the District conducted an extensive environmental review of the proposed project. The environmental review process has included:

- Completion of a Notice of Preparation (NOP) for a 30-day public review from April 29, 2022 to May 30, 2022. Copies of the NOP were made available for public review on the District's webpage at: <https://www.pylusd.org/edhsfieldlights>.
- Completion of the scoping process where the public was invited by the District to participate in a scoping meeting held on May 24, 2022. The meeting was conducted in-person at the El Dorado HS campus Gai Jones Theater. The notice of a public scoping meeting was included in the NOP.
- Preparation of a DEIR and supporting technical appendices, which was made available for a 45-day public review period beginning April 3, 2023 and ending May 17, 2023. The scope of the DEIR was determined based on comments received in response to the NOP, and comments received at the scoping meeting conducted by the PYLUSD. Section 2.3, *Scope of this DEIR*, of the DEIR describes the issues identified for analysis in the DEIR. In compliance with sections 15085(a) and 15087(a)(1) of the CEQA Guidelines, the PYLUSD, serving as the Lead Agency, has published a Notice of Completion (NOC) and Notice of Availability (NOA) of the DEIR, which indicates that the DEIR and all associated technical appendices can be viewed at the following locations:
 - Placentia-Yorba Linda Unified School District, 1301 E. Orangethorpe Avenue, Placentia, CA 92870
 - In addition, the DEIR is available online at the PYLUSD website:
<https://www.pylusd.org/edhsfieldlights>
- The NOC and NOA were transmitted to the State Clearinghouse and County Clerk and were distributed to State and local agencies, organizations, and all property owners within 500 feet of the Project Site and/or those who have previously requested such notice.
- Two public informational meetings were held on April 11, 2023 and May 9, 2023, to present an overview of the CEQA process, the project description, and the conclusions in the DEIR. The meeting was conducted in-person at the District Education Center. Attendees were given the option to present verbal and written comments during the meeting.
- Preparation of a Final EIR (FEIR), including the Responses to Comments to the DEIR, the Findings of Fact, and the Statement of Overriding Considerations. The FEIR/Response to Comments contains comments received on the DEIR and responses to those comments.
- The FEIR was posted to the PYLUSD website on September 29, 2023 and is available online at: <https://www.pylusd.org/edhsfieldlights>. FEIR

- A public meeting on the proposed project and the FEIR was held before the District Board of Education on October 10, 2023.

D. RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings, the Record of Proceedings the proposed project includes, but is not limited to, the following documents and other evidence:

- The NOP, NOA, and all other public notices issued by the District in conjunction with the proposed project.
- The DEIR and FEIR for the proposed project.
- All timely written comments submitted by agencies or members of the public during the public review comment period on the DEIR.
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the DEIR.
- All timely written and verbal public testimony presented during a noticed public meeting for the proposed project.
- The Mitigation Monitoring and Reporting Program.
- The reports and technical memoranda included or referenced in the DEIR and FEIR.
- All documents, studies, EIRs, or other materials incorporated by reference in the DEIR and FEIR.
- The Resolutions adopted by the District's Board of Education in connection with the proposed project, and all documents incorporated by reference therein, including comments received after the close of the comment period and responses thereto.
- Matters of common knowledge to the District, including but not limited to federal, state, and local laws and regulations.
- Any documents expressly cited in these Findings.
- The District's file for the proposed project.
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e)

E. CUSTODIAN AND LOCATION OF RECORDS

The documents and other materials that constitute the administrative record for the District's actions related to the proposed project are at the following locations:

- Placentia-Yorba Linda Unified School District, 1301 E. Orangethorpe Avenue, Placentia, CA 92870

The District is the custodian of the administrative record for the proposed project. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the offices of the District.

Bradd Runge, Executive Director, Maintenance, Facilities & Construction
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870

This information is provided in compliance with Public Resources Code section 21081.6(a)(2) and Guidelines section 15091(e).

II. FINDINGS OF FACTS

The District, as lead agency, is required under CEQA to make written findings concerning each alternative and each significant environmental impact identified in the DEIR and FEIR.

Specifically, regarding findings, CEQA Guidelines section 15091 provides:

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - 1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the FEIR.
 - 2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - 3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the FEIR.
- (b) The findings required by subsection (a) shall be supported by substantial evidence in the record.
- (c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

- (d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
- (e) The public agency shall specify the location and custodian of the documents or other material which constitute the record of the proceedings upon which its decision is based.
- (f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

The “changes or alterations” referred to in section 15091(a)(1) may include a wide variety of measures or actions as set forth in CEQA Guidelines section 15370, including:

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action.
- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
- (c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
- (d) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
- (e) Compensating for the impact by replacing or providing substitute resources or environments.

A. FORMAT

This section summarizes the significant environmental impacts of the proposed project, describes how these impacts are to be mitigated, and discusses various alternatives to the proposed project, which were developed in an effort to reduce the remaining significant environmental impacts. All impacts are considered potentially significant prior to mitigation unless otherwise stated in the findings.

The remainder of this section is divided into the following subsections:

Section B, Summary of Environmental Impacts, presents the summary of impacts of the proposed project.

Section C, Findings on Impacts Determined to Be Less Than Significant, presents the impacts of the proposed project that were determined in the DEIR to be less than significant without the addition of mitigation measures and presents the rationales for these determinations.

Section D, Findings on Impacts Mitigated to Less Than Significant, presents significant impacts of the proposed project that were identified in the FEIR, the mitigation measures identified in the Mitigation Monitoring Program, and the rationales for the findings.

Section E, Findings on Significant Unavoidable Impacts, presents significant impacts of the proposed project that were identified in the FEIR, the mitigation measures identified in the Mitigation Monitoring Program, the findings for significant impacts, and the rationales for the findings.

Section F, Findings on Project Alternatives, presents alternatives to the proposed project and evaluates them in relation to the findings set forth in section 15091(a)(3) of the State CEQA Guidelines, which allows a public agency to approve a project that would result in one or more significant environmental effects if the project alternatives are found to be infeasible because of specific economic, social, or other considerations.

B. SUMMARY OF ENVIRONMENTAL IMPACTS

The following is a summary of the environmental topics considered in the DEIR to have no impact a less than significant impact, a less than significant impact with incorporation of mitigation measures, and a significant and unavoidable impact.

Less than Significant Impact or No Impact

- Aesthetics
- Air Quality
- Greenhouse Gas Emissions
- Transportation

Significant and Unavoidable Impact

This DEIR identifies one significant and unavoidable adverse impact, as defined by CEQA, that would result from implementation of the proposed project. Unavoidable adverse impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. The District must prepare a “statement of overriding considerations” before it can approve the project, attesting that the decision-making body has balanced the benefits of the proposed project against its unavoidable significant environmental effects and has determined that the benefits outweigh the adverse effects, and therefore the adverse effects are considered acceptable. The impact that was found in the DEIR to be significant and unavoidable is:

- **Noise** - Exterior noise impacts at the residential property lines just north of the project site.

C. FINDINGS ON IMPACTS DETERMINED TO BE LESS THAN SIGNIFICANT

Notice of Preparation

An NOP was completed and distributed for the proposed project on April 29, 2022. The District determined that the proposed project would have no impact or less than significant impact to the following topics. All other topical areas of evaluation included in the Environmental Checklist were determined to require further assessment in a DEIR.

- Agriculture and Forestry Resources
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire

DEIR

It was determined that potential environmental effects would not result from the proposed project or would not have a significant impact on the environment, for several topical areas. This determination was made based on the findings of the DEIR prepared for the proposed project. The following summary briefly describes those environmental topics that were found not to be significant with compliance with existing regulations, as detailed in each respective topical Section of Chapter 5 of the DEIR.

1. Aesthetics

Impact 5.1-1: The proposed project would not have a substantial adverse effect on a scenic vista. [THRESHOLD AE-1]

There are no scenic vistas officially designated by the City of Placentia General Plan. The project site is not in the viewshed of a scenic resource. Existing development on the project site does not currently obstruct or interfere with views of the Chino Hills to the north northeast from surrounding areas. The proposed four light poles would be visible from the surrounding neighborhood; however, the new development would not degrade background views of the Chino Hills. Implementation of the proposed project would not result in the obstruction or degradation of existing scenic views. Therefore, the proposed project's impacts on scenic vistas are less than significant.

Finding

The proposed project would not have a substantial adverse effect on scenic vista. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.1-2: The proposed project would not alter scenic resources within a state scenic highway. [Threshold AE-2]

The California Scenic Highway Program seeks to preserve and protect areas of outstanding natural beauty that are visible from state highways. The project site is not located within or near a Scenic Highway designated by the California Department of Transportation (Caltrans). The nearest officially designated state scenic highway is SR-91 from SR 55 to the east city limit of Anaheim, which is approximately 3.6 miles southeast of El Dorado HS (Caltrans 2022). Due to the distance, topography, and intervening development, El Dorado HS is not visible from a designated state scenic highway. Therefore, the proposed project would not damage scenic resources within a state scenic highway, and no impact would occur.

Finding

The proposed project would not alter scenic resources within a state scenic. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.1-3: *The proposed project would not conflict with applicable zoning and other regulations governing scenic quality. [Threshold AE-3]*

The existing vertical elements of the campus that are visible from the residential areas to the north, south, east, and west include temporary portable field lights, permanent light poles at the tennis courts, score board, trees, fencing, and school buildings. The proposed project includes the installation of four 80-foot LED light poles with six luminaries/fixtures at 80 feet and two luminaries/fixtures at 16 feet for a total of 32 luminaries. The project is consistent with the existing campus zoning and land use designation. Implementation of the proposed project would not violate any regulations governing scenic quality. As the project site is already developed with school uses, the proposed light poles would not interfere with public views, including background views of Chino Hills, and would not conflict with regulations governing scenic quality. Therefore, the impacts would be less than significant.

Finding

The proposed project would not conflict with applicable zoning and other regulations governing scenic quality. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.1-4: *The proposed project could create a new source of substantial light and glare that would adversely affect day or nighttime views in the area. [Threshold AE-4]*

For the purposes of this analysis, a standard of 0.8 foot-candle (fc) was used for a significance determination because 0.8 fc would be close to twilight light levels. Existing artificial sources of light on-site include temporary portable field lights for student and community use of the athletic field. The youth soccer group currently uses six 30-foot tall, diesel-powered portable lights to light the athletic field. The District uses three electric-powered portable lights for student-related activities, such as band practice, on the athletic field. Other existing on-site sources of artificial light include light emanating from building interiors, building and security lights, and parking lots. Existing off-site lighting sources include street lighting, vehicular lighting, and exterior lighting on existing residential and commercial uses. The nearest light sensitive receptors are the single-family residences immediately north of the athletic field.

The proposed project would install field lighting required to effectively illuminate the sports facilities at El Dorado HS for band and sports practice. The proposed project would install four 80-foot light poles at the existing football field and track located at the northern portion of the campus. The proposed maximum field illumination level would be less than 50 footcandles (fc) typically used for a competition field. The El Dorado HS athletic field would be used for sports practice and band practice, which would require a maximum of 30 fc. The four light poles would provide the soccer and football field with an average of about 25 fc, the track with an average of about 18 fc, and the long jump/high jump areas with an average of about 24 fc.

Finding

The proposed project would not create a new source of substantial light and glare that would adversely affect day or nighttime views in the area. Impacts would be less than significant and mitigation measures are not required.

2. Air Quality

Impact 5.2-1: *The proposed project would be consistent with the applicable air quality management plan. [Threshold AQ-1]*

The proposed project would involve the installation and operation of four permanent light poles for a high school sports stadium, which would not directly or indirectly result in population growth. Thus, the proposed project is not considered a project of statewide, regional, or areawide significance that would require intergovernmental review under Section 15206(b) of the CEQA Guidelines. The proposed project would not have the potential to substantially affect SCAG's demographic projections. In addition, due to the nature of the proposed project, it would not result in new long-term employment. Construction activities associated with the proposed project would result in short-term employment only and would end upon project completion. The long-term emissions generated by the proposed project would not produce criteria air pollutants that exceed the South Coast AQMD significance thresholds for proposed project operations (see Impact 5.2-3). South Coast AQMD's significance thresholds identify whether a project has the potential to cumulatively contribute to the SoCAB's nonattainment designations. Because the proposed project would not exceed the South Coast AQMD's regional significance thresholds (see Impact 5.2-2 and Impact 5.2-3) and growth is consistent with regional growth projections, the proposed project would not interfere with South Coast AQMD's ability to achieve the long-term air quality goals identified in the AQMP. Therefore, the proposed project would not conflict nor obstruct implementation of the AQMP, and impacts would be less than significant.

Finding

The proposed project would be consistent with the air quality management plans. Therefore, it would be less than significant, and no mitigation measures are necessary.

Impact 5.2-2: *Construction Activities associated with the proposed project would not generate short-term emissions in exceedance of south coast AQMD's threshold criteria. [Threshold AQ-2]*

Construction activities produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew. Construction of the proposed project would generate criteria air pollutants associated with construction equipment exhaust and fugitive dust from demolition, site preparation, hauling of the light poles to the project site, and light pole installation on the project site. Air pollutant emissions from construction activities on-site would vary daily as construction activity levels change. The highest daily emissions that would be generated over the anticipated development period. The SoCAB is designated nonattainment for O₃ and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles

County only) under the National AAQS. According to South Coast AQMD methodology, any project that does not exceed or can be mitigated to less than the daily threshold values would not add significantly to a cumulative impact (South Coast AQMD 1993). The maximum daily emissions for VOC, NO_x, CO, SO₂, PM₁₀, and PM_{2.5} from construction-related activities would be less than their respective South Coast AQMD regional significance threshold values. Therefore, short-term air quality impacts from proposed project-related construction activities would be less than significant.

Finding

Construction activities associated with the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant in exceedance of South Coast AQMD's threshold criteria. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.2-3: *Long-Term operation of the proposed project would not generate additional vehicle trips and associated emissions in exceedance of south coast AQMD's threshold criteria. [Threshold AQ-2]*

The proposed project would not generate an increase in criteria air pollutant emissions. The proposed project would not result in an increase in enrollment, staffing, or activities on campus. Overall, the proposed would operate in the same manner as existing conditions. The project would not generate an increase in vehicle trips and associated mobile-source emissions. The proposed project would eliminate the additional vehicle trips currently required for the students to practice off-site. Therefore, the project would not result in an increase in long-term criteria air pollutant emissions. Therefore, no impacts to the regional air quality associated with operation of the project would occur.

Finding

Long-Term operation of the proposed project would not generate additional vehicle trips and associated emissions in exceedance of south coast AQMD's threshold criteria. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.2-4: *The proposed project could expose sensitive receptors to substantial pollutant concentrations during construction. [Threshold AQ-3]*

Screening-level LSTs (pounds per day) are the amount of project-related mass emissions at which localized concentrations (ppm or µg/m³) could exceed the AAQS for criteria air pollutants for which the SoCAB is designated nonattainment. They are based on the acreage disturbed and distance to the nearest sensitive receptor. Screening-level LSTs are based on the proposed project site size and distance to the nearest sensitive receptor. Thresholds are based on the California AAQS, which are the most stringent, established to provide a margin of safety in the protection of the public health and welfare. They are designed to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise. The nearest off-site sensitive receptors are the single-family residences to the north and west of the project site.

Construction activities from the proposed project are anticipated to occur on less than one acre of the project site. The maximum daily construction emissions (pounds per day) generated during on-site construction activities. The on-site PM₁₀ and PM_{2.5} emissions shown represent the total on-site

particulate matter emissions from vehicle exhaust and fugitive dust. On-site NO_x emissions are from off-road equipment exhaust. As shown in Table 5.2-10, the maximum daily construction emissions (pounds per day) for NO_x, CO, PM₁₀, and PM_{2.5} construction emissions would be less than their respective South Coast AQMD screening-level LSTs. Therefore, air quality impacts from project-related construction activities would be less than significant.

Finding

The proposed project would not expose sensitive receptors to substantial pollutant concentrations during construction. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.2-5: *The proposed project would not expose sensitive receptors to substantial pollutant concentrations during operation. [Threshold AQ-3]*

The screening-level LSTs are the amount of project-related stationary and area sources of emissions at which localized concentrations (ppm or µg/m³) would exceed the ambient air quality standards for criteria air pollutants for which the SoCAB is designated a nonattainment area. The proposed project would involve installation of four permanent stadium light poles that would not be associated with generating a high or substantial number of vehicle trips. Typical sources of criteria air pollutant emissions associated with the proposed project from stationary and area sources include energy use (natural gas used for cooking and water heating) and landscaping fuel and aerosols. Types of land uses that typically generate substantial quantities of criteria air pollutants and TACs include industrial (stationary sources) and warehousing (truck idling) land uses. These types of major air pollutant emissions sources would not be included or expanded under the proposed project. Thus, the proposed project would not result in creation of land uses that would generate substantial concentrations of criteria air pollutant emissions. Therefore, no localized operation-related air quality impacts would occur.

Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of CO called hotspots. These pockets have the potential to exceed the state one-hour standard of 20 ppm or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. The SoCAB has been designated in attainment of both the National and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—to generate a significant CO impact (BAAQMD 2017). The installation of lights at the El Dorado HS football field would provide the opportunity for student athletes to attend practices at their school, which would eliminate the need to travel to another field. Therefore, implementation of the proposed project would not generate an increase in vehicle trips and would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project site. No impact would occur.

Finding

The proposed project would not expose sensitive receptors to substantial pollutant concentrations during operation. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.2-6: *The proposed project would not result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people. [Threshold AQ-4]*

The type of facilities that are considered to have objectionable odors include wastewater treatment plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities.

Operation of the stadium lights would not fall within the aforementioned land uses typically associated with objectionable odors. In addition, construction activities could also generate odors from construction equipment, such as diesel exhaust, and from VOCs from architectural coatings and paving activities. However, these odors would be temporary and confined to the immediate vicinity of the construction equipment. Furthermore, South Coast AQMD Rule 402 would minimize and provide a control for odors. Therefore, no impacts related to objectionable operational and construction-related odors would occur.

Finding

The proposed project would not result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people. Impacts would be less than significant, and no mitigation measures are necessary.

3. Greenhouse Gas Emissions

Impact 5.3-1: *The proposed project would not generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment. [Threshold GHG-1]*

Implementation of the proposed project would result in the installation and operation of 4 permanent light poles for a high school sports stadium. The permanent lighting would provide the opportunity for student athletes to attend practices at their school, which would eliminate the need to travel to another field. Furthermore, because the proposed project would operate in the same manner as existing conditions, there would not be an increase in mobile trips, water demand, wastewater and solid waste generation, area sources (e.g., consumer cleaning products), or refrigerants. Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for one-time GHG emissions from the construction phase of the proposed project. Overall, development and operation of the proposed project would not generate annual emissions that exceed the South Coast AQMD bright-line threshold of 3,000 metric tons of carbon dioxide equivalent (MTCO_{2e}) per year (South Coast AQMD 2010). Therefore, the proposed project's cumulative contribution to GHG emissions would be less than significant.

Finding

The proposed project would not generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.3-2: ***The proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. [Threshold GHG-2]***

CARB Scoping Plan

The CARB Scoping Plan is applicable to state agencies but is not directly applicable to cities/counties and individual projects (i.e., the Scoping Plan does not require the City to adopt policies, programs, or regulations to reduce GHG emissions). However, new regulations adopted by the state agencies outlined in the Scoping Plan result in GHG emissions reductions at the local level. As a result, local jurisdictions benefit from reductions in transportation emissions rates, increases in water efficiency in the building and landscape codes, and other statewide actions that affect a local jurisdiction's emissions inventory from the top down. Statewide strategies to reduce GHG emissions include the LCFS and changes in the corporate average fuel economy standards (e.g., Pavley I and Pavley California Advanced Clean Cars program).

The proposed project would adhere to the programs and regulations identified by the Scoping Plan and implemented by state, regional, and local agencies to achieve the statewide GHG reduction goals of AB 32 and SB 32. For example, new buildings are required to meet the current CALGreen and Building Energy Efficiency standards at the time they are constructed. Proposed project GHG emissions include reductions associated with statewide strategies that have been adopted since AB 32 and SB 32. Therefore, the proposed project would generate GHG emissions consistent with the reduction goals of AB 32 and SB 32.

SCAG's Regional Transportation Plan / Sustainable Communities Strategy

SCAG adopted the 2020-2045 RTP/SCS (Connect SoCal) in September 2020. Connect SoCal finds that land use strategies that focus on new housing and job growth in areas rich with destinations and mobility options would be consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in Connect SoCal is to plan for the southern California region to grow in more compact communities in transit priority areas and priority growth areas; provide neighborhoods with efficient and plentiful public transit; establish abundant and safe opportunities to walk, bike, and pursue other forms of active transportation; and preserve more of the region's remaining natural lands and farmlands (SCAG 2020). Connect SoCal's transportation projects help more efficiently distribute population, housing, and employment growth, and forecast development is generally consistent with regional-level general plan data to promote active transportation and reduce GHG emissions. The projected regional development, when integrated with the proposed regional transportation network in Connect SoCal, would reduce per-capita GHG emissions related to vehicular travel and achieve the GHG reduction per capita targets for the SCAG region.

The Connect SoCal Plan does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. The proposed project would involve installation of permanent stadium lighting. The proposed project would provide the opportunity for student athletes to attend practices at their school, which would eliminate the need to travel to another field, thereby minimizing VMT. Therefore, the proposed project would not interfere with SCAG's ability to implement the regional strategies in Connect SoCal.

Finding

The proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. Impacts would be less than significant, and no mitigation measures are necessary.

4. Noise

Impact 5.4-1: Construction Activities would result in temporary noise increases in the vicinity of the proposed project that would not exceed standards. [Threshold N-1]

Construction Vehicles

The transport of workers and materials to and from the construction site could potentially increase noise levels along local access roadways to the project site. Individual construction vehicle passes-bys and haul trucks may create momentary and short-lived noise levels of up to 85 dBA (L_{max}) at 50 feet from the vehicle. However, daily construction trips would be minimal and cease upon completion of construction activities. Therefore, the impacts would be less than significant.

Construction Equipment

Noise generated during construction is based on the type of equipment used, the location of the equipment relative to sensitive receptors, and the timing and duration of the noise-generating activities. Noise levels from construction activities are dominated by the loudest piece of construction equipment. The dominant noise source is typically the engine, although work piece noise (such as dropping of materials) can also be noticeable. For the proposed project, construction noise is dominated by the loudest piece of equipment needed for light pole installation.

Construction equipment for the installation of light poles typically includes a crane, backhoe, concrete saw/jackhammer, and a drill rig. A concrete saw or jackhammer would not be used at every proposed pole location, but on an as-needed basis for demolition and removal of hardscape to install a light pole. Based on available lighting plans, it is assumed that all four proposed light pole locations would require the demolition of some hardscape. No blasting nor pile-driving techniques would be required.

Offsite Receptors

Based on PlaceWorks' experience with previous lighting projects, the installation schedule of a single light pole takes approximately one week to complete. Initially workers drill at the proposed light pole location to set the concrete pole bases on the first day. The cement base sits for approximately 4 days to cure, and workers return to install the light pole with the use of a crane. Most of the noise generated would occur during the first and last day of this process because that's when construction equipment

is used. However, as stated above and in the project description, the light pole bases are pre-cast. Therefore, this step in the process would be avoided, further expediting the construction schedule. The installation of an individual light pole would be reduced to approximately a two-day period (consecutive).

The anticipated construction equipment (auger drill rig, backhoe, concrete saw, and a crane) were modeled using the Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM). RCNM modeling indicates that the loudest piece of equipment (concrete saw) would be up to 83 dBA L_{eq} at a distance of 50 feet. The second loudest piece of equipment (drill rig) would be up to 77 dBA L_{eq} at a distance of 50 feet. The nearest sensitive receptor property line to project construction activities (light pole installation) are single-family homes approximately 35 feet to the north. These residences would be exposed to periodic noise levels of up to 86 dBA L_{eq} during hardscape removal over a two-day period. Provided that construction noise would be limited to a two-day period, the project would not expose sensitive receptors to substantial construction noise, and therefore, impacts would be less than significant.

On-Campus Receptors

The nearest proposed light pole to an on-campus receptor, such as classroom building, is approximately 435 feet to the south across the hardcourts. At that distance exterior noise levels from construction activities would attenuate to 64 dBA L_{eq} or less. Though construction noise would temporarily elevate interior noise levels at the nearest classrooms, elevated noise levels would be limited to two-day periods per light pole (four total poles). Therefore, temporary construction noise would not substantially interfere with classroom learning environments. In addition, exterior to interior noise attenuation is typically 20 dBA with windows closed, resulting in interior noise levels of 44 dBA. Construction would not significantly increase interior noise levels and on-site construction noise impacts would be less than significant.

Finding

Construction activities would result in temporary noise increases in the vicinity of the proposed project that would not exceed standards. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.4-3: The Project would not create excessive groundborne vibration and groundborne noise. [Threshold N-2]

Construction Vibration

Potential vibration impacts associated with development projects are usually related to the use of heavy construction equipment during the demolition and grading phases of construction. Construction can generate varying degrees of ground vibration depending on the construction procedures and equipment. Construction equipment generates vibration that spreads through the ground and diminishes with distance from the source. The effect on buildings in the vicinity of the construction site varies depending on soil type, ground strata, and receptor-building construction. The effects from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibrations at moderate levels, to slight structural damage at the highest levels. Vibration

from construction activities rarely reaches the levels that can damage structures. Pile driving is not proposed as part of the project.

For reference, a peak particle velocity of 0.20 in/sec PPV is used as the limit for nonengineered timber and masonry buildings, which would apply to the off-site surrounding residential structures (FTA 2018). Table 5.4-7, *Vibration Levels for Typical Construction Equipment*, shows typical construction equipment vibration levels at a reference distance of 25 feet and estimated vibration levels at the nearest sensitive receptors to the north at approximately 40 feet. Proposed light pole locations are shown in Figure 3-4, *Pole Locations*. At 40 feet, construction vibration levels would be up to 0.013 in/sec PPV, which would not exceed the threshold of 0.20 in/sec PPV. Therefore, construction vibration impacts would be **less than significant**.

Operational Vibration

The operation of the proposed project would not include any substantial long-term vibration sources. Thus, no significant vibration effects from operations sources would occur. Therefore, impacts would be less than significant.

Finding

The project would not create excessive groundborne vibration and groundborne noise. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.4-4: ***The Proximity Of The Project Site to an airport or airstrip would not result in exposure of future workers to excessive airport-related noise. [Threshold N-3]***

The nearest airport or airstrip to the campus is Fullerton Municipal Airport, approximately 6.8 miles to the southwest. Therefore, the proposed project would not expose future workers in the project site area to excessive aircraft noise. No impact would occur.

Finding

The proximity of the Project Site to an airport or airstrip would not result in exposure of future workers to excessive airport-related noise. Impacts would be less than significant, and no mitigation measures are necessary.

5. Transportation

Impact 5.5-1: ***The proposed project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. [Threshold T-1]***

The proposed project would enable sports teams and band to practice on the existing El Dorado HS athletic field during winter months and reduce travel to off-site locations for practice during the winter months.

Vehicular access to the campus parking lot is provided via Valencia Avenue. From the parking lots, pedestrian access to the fields is through the security fencing surrounding the field. The vehicular and

pedestrian access features would not be altered because of the proposed project. There is no vehicular access to the football field from Brookhaven Avenue.

The proposed project would not result in an overall increase in the number of practices for the El Dorado HS athletics teams. The proposed project would just shift the location of practices from off-site locations to the existing on-campus athletic field. The proposed project would not result in an overall increase in the volume of traffic generated by practices on-campus. It would, however, result in an increase in traffic on the streets in the immediate vicinity of the school during the evening hours when the lights would be operational (i.e., from dusk until 9:00 p.m. during winter months).

It is possible that the field would also be used by the public for soccer matches or practice during times when school-sponsored events would not be occurring. It is anticipated that this would attract approximately 20 to 30 participant/spectator trips per event (20 to 30 inbound and 20 to 30 outbound).

The proposed project would generate a demand for non-motorized travel as some students/participants would travel to and from the football field as pedestrians or on bicycles. The streets adjacent to and near the school have sidewalks along both sides of the street and the Valencia Avenue/Bastanchury Road, Valencia Avenue/Shady Lane, Valencia Avenue/Yorba Linda Boulevard, and Bastanchury Road/Brookhaven Avenue intersections are equipped with traffic signals and painted crosswalks. The signalized intersections have pedestrian WALK signals with pedestrian push buttons and bike lanes are provided on Bastanchury Road and on the east side of Valencia Avenue north of Holmes Avenue. In addition, bike racks are available at the school. So, there are multiple features at and near the football field that can accommodate bicycle and pedestrian travel.

Some students, participants, and/or coaches could potentially use public transit to travel to and/or from the school site, which would involve the OCTA Route 26 bus line on Yorba Linda Boulevard approximately 600 feet south of El Dorado High School. The impact on this bus route would be negligible.

In summary, the proposed project would not adversely affect traffic conditions on the study area street network or the performance of any transit or non-motorized transportation facilities. The project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities and no mitigation measures would be required. Impacts would be less than significant.

Finding

The proposed project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.5-2: *The proposed project would not conflict or be inconsistent with CEQA guidelines § 15064.3, subdivision (b). [threshold T-2]*

The CEQA Guidelines state that projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact. Currently, football practice for El Dorado HS is held at remote locations, i.e., the fields at other high schools in the area. For example, Bradford Stadium, which is at Valencia High School, is located

approximately 1.5 miles from El Dorado HS. The installation of lights at the El Dorado HS football field would provide the opportunity for student athletes to attend practices at their school, which would eliminate the need to travel to another field, result in shorter travel distances, and thereby reduce the vehicle miles traveled compared to existing conditions. The proposed project would, therefore, have a positive impact on VMT and would not have a significant adverse impact.

Furthermore, the County of Orange “Guidelines for Evaluating VMT Under CEQA” states that the development of public facilities, which includes institutional/government and public service uses, can be screened from a CEQA VMT analysis. The proposed project, which involves the installation of field lights at a public high school, is included in the public facilities category.

The County of Orange guidelines also state that a project that generates 500 or fewer average daily trips (ADT) can be screened from a CEQA VMT analysis. As the proposed project would generate an estimated 160 daily trips as a worst-case maximum, the proposed project can be screened from a VMT analysis. In addition, the project-generated trips are not to be considered as an incremental increase in the VMT calculations because these trips would occur regardless of the status of the proposed project. The traffic would simply be destined to another location if the proposed field lights were not installed. Therefore, the proposed project would not result in an increase in VMT. The proposed project would not conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b). There would be no impact.

Finding

The proposed project would not conflict or be inconsistent with CEQA guidelines § 15064.3, subdivision (b). Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.5-3: *The proposed project would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections), or incompatible uses (e.g., farm equipment). [thresholds T-3]*

The proposed project would not modify the existing on- or off-site access or circulation system. Public access to the football field would continue to occur through the campus from the parking lots that are accessed via the existing driveways on Valencia Avenue. The streets, intersections, and driveways are designed to accommodate the anticipated levels of vehicular and pedestrian activity and have historically been accommodating school and athletics-related traffic on a daily basis. The addition of field lights would be compatible with the design and operation of a high school.

As the proposed project would not result in any modifications to the existing access or circulation features at the school or on the surrounding streets, there would be no impacts involving increased hazards due to a geometric design feature or incompatible uses. Therefore, there would be no impact.

Finding

The proposed project would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections), or incompatible uses (e.g., farm equipment). Impacts would be less than significant, and no mitigation measures are necessary.

Impact 5.5-4: *The proposed project would not result in inadequate emergency access. [thresholds T-4]*

The existing access and circulation features at the school, including the driveways, on-site circulation roads, parking lots, and fire lanes, would continue to accommodate emergency ingress and egress by fire trucks, police units, and ambulance/paramedic vehicles. The proposed field lights would not alter any emergency access features at the school. Therefore, the proposed project would not result in inadequate emergency access. No impact would occur.

Finding

The proposed project would not result in inadequate emergency access. Impacts would be less than significant, and no mitigation measures are necessary.

D. FINDINGS ON IMPACTS MITIGATED TO LESS THAN SIGNIFICANT

The DEIR did not identify any impacts that would result from implementation of the proposed project which would require mitigation to be less than significant, as defined by CEQA.

E. SIGNIFICANT UNAVOIDABLE SIGNIFICANT ADVERSE IMPACTS

The following summary describes the unavoidable adverse impact of the proposed project where either mitigation measures were found to be infeasible, or mitigation would lessen impacts to less than significant. The following impact would remain significant and unavoidable:

1.Noise

Impact 5.4-2 *Project Implementation would result in long-term operation-related noise that would cause substantial increases in ambient noise levels. [Threshold N-1]*

Traffic Noise

The proposed project would add permanent lighting to the athletic field at Eld Dorado High School which would allow students to use the athletic field for practices, particularly in the winter months. Currently, students travel to an off-site location for winter evening practices (such as band practice). Therefore, the proposed project would not result in a student increase, but just redirect existing trips back to the project site during the winter months. In addition, some students travel directly from the classroom to the practice field after school. Therefore, the proposed project would not result in a substantial traffic noise increase and impacts would be less than significant.

Athletic Field Noise

As discussed above, the project would install permanent lighting at the athletic field. Currently, students use the athletic field in the evening hours during spring and fall seasons, but the athletic teams and the band use an off-site location with evening lighting during the winter months. The proposed project would allow students to access their home practice field during the winter months.

Installing permanent lighting could result in a substantial permanent increase during the evening hours at nearby noise sensitive receptors. The noisiest activity that occurs on-site is band practice. Band practice currently practices in the morning only during non-winter months. Current activities that take place in the evening hours include soccer and football practice. Under the proposed project, the band would remain practicing in the morning but would also practice in the evening hours during winter months. Therefore, the change in noise ambience due to the project would occur in the evening hours due to band practice.

Under Section 23.76.070 of the Municipal Code, regularly scheduled school bands, school athletic and school entertainment events between the hours of 7:00 a.m. and 11:00 p.m. are exempt. However, operation of the proposed project, specifically band practice in the evening hours could still cause a significant periodic increase in ambient noise levels. Most people can detect changes in sound levels of approximately 3 dBA under normal, quiet conditions, and changes of 1 to 3 dBA are detectable under quiet, controlled conditions. Changes of less than 1 dBA are usually indiscernible. A change of 5 dBA is readily discernible and a change in 10 dBA is perceived to be twice as loud to most people in an exterior environment. Because band practice could potentially occur twice a day (morning and evening), most days, a threshold of 5 dBA increase above existing conditions is used.

Mitigation Measures Considered

In compliance with CEQA, “each public agency shall mitigate or avoid the significant effects on the environment of the project it carries out or approves whenever it is feasible to do so.” The term “feasible” is defined in CEQA to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.”

Typical noise attenuation measures would include the installation of a sound wall. An approximate seven-foot sound wall already exists along the northern boundary of the project site adjacent to the nearest noise sensitive receptors; however, the sound wall is not tall enough to block the increased noise from two-story homes. A sound wall along the nearest receptors to the west would be too far from the noise source (marching band) to provide a substantial reduction in noise. Sound barriers work best when placed right next to the noise source. Secondly, a sound wall along the project site’s western property line would be close enough to Brookhaven Avenue to reflect traffic noise onto the residences to the west. This would not be a desired outcome as it would increase traffic noise at the western residential receptors. Therefore, this mitigation measure would not be feasible. There is no mitigation measure that would effectively reduce noise levels to less than significant.

Finding

No changes or alterations have been required in, or incorporated into, the project as there are no feasible mitigation measures that can avoid or substantially lessen the significant environmental effect as identified in the final EIR.

The District finds that there are no mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would substantially lessen or mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment and

residential opportunities, make infeasible the alternatives identified in the EIR (Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the District has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

F. FINDINGS OF PROJECT ALTERNATIVES

1. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/PROJECT PLANNING PROCESS

The following is a discussion of the alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in the EIR.

Alternative Development Areas

CEQA requires the discussion of alternatives to focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project. The key question and first step in the analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (CEQA Guidelines Section 15126[5][B][1]). Key factors in evaluating the feasibility of potential off-site locations for EIR project alternatives include:

- If it is in the same jurisdiction.
- Whether development as proposed would require a general plan amendment.
- Whether the project applicant could reasonably acquire, control, or otherwise have access to the alternative site (or the site is already owned by the proponent). (CEQA Guidelines Section 15126.6[f][1])

The Alternative Development Area Alternative would result in moving the athletic field away from the residences to the west and north. This Alternative was eliminated from further consideration in the EIR because the demolition of the existing athletic field, demolition of other structures on the campus, and construction of a new football field and track to another portion of the campus away from the impacted residences; would be economically infeasible and would result in greater significant impacts to the environment related to air quality, energy, greenhouse gas emissions, and noise due to the extent of construction that would be required. It was determined, therefore, that it is unlikely that there is an alternative project site that could potentially meet the objectives of the proposed project and reduce significant impacts of the project as proposed.

No Band in the Evening

The No Band in the Evening Alternative was considered because the noise characteristics as a result of band practice on the athletic field are concerning to the neighbors around the El Dorado HS campus. The proposed project is intended for the El Dorado HS athletic teams and band for practice

on-site rather than traveling off-site. Consequently, an alternative that would restrict the band from practicing on the athletic field would not meet the District's basic objectives of the proposed project, which is to enable sports teams and band to practice on the existing El Dorado HS athletic field during winter months and in the evening. An alternative to restrict band practice would result in additional vehicle trips off-site compared to the proposed project. For these reasons, this alternative was not considered further.

2. ALTERNATIVES SELECTED FOR FURTHER ANALYSIS

The following alternatives were determined to represent a reasonable range of alternatives with the potential to feasibly attain most of the basic objectives of the project but avoid or substantially lessen any of the significant effects of the project.

Based on the criteria listed above, the following two alternatives have been determined to represent a reasonable range of alternatives which have the potential to feasibly attain most of the basic objectives of the project, but which may avoid or substantially lessen any of the significant effects of the project. These alternatives are analyzed in detail in the following sections.

- No Project Alternative
- Restricted Hours Alternative

ALTERNATIVE 1: NO PROJECT ALTERNATIVE

The CEQA Guidelines require analysis of a No Project Alternative. The purpose of this alternative is to describe and analyze a scenario under which the proposed project is not implemented so that decision makers can compare the impacts of approving the proposed project with the impacts of not approving the proposed project. The No Project Alternative analysis must discuss the existing site conditions as well as what would reasonably be expected to occur in the foreseeable future based on any current plans, and it must be consistent with available infrastructure and community services.

Under the No Project Alternative, the proposed improvements at El Dorado High School would not be implemented. The project site on campus would not have permanent lighting, and students would continue to practice at an off-site location during the evening and winter months. Portable lights would continue to be used on the athletic field.

Finding

The No Project Alternative would eliminate the proposed project's significant aesthetic impacts and no mitigation would be required. The No Project Alternative would eliminate the significant and unavoidable operational noise impact. This Alternative would not reduce less than significant air quality impacts or transportation impacts related to VMT because students would still be required to leave off-site for practice. The No Project Alternative would not meet any of the project objectives.

ALTERNATIVE 2: RESTRICTED HOURS ALTERNATIVE

Under the Restricted Hours Alternative, the proposed El Dorado High School Field Lighting Project would be implemented and would include installing four pre-cast concrete bases with four galvanized steel poles 80 feet tall, with eleven light emitting diode (LED) luminaires mounted at 16 feet and 80

feet. A total of eleven luminaries would be mounted per pole. The maximum field illumination level would remain 40 fc. Under this Alternative, the difference from the proposed project is that field use would be required to stop at 9:00 p.m. and lights would turn off at 9:00 p.m., instead of 10:00 p.m.

Finding

Alternative 2 would result in similar impacts as the proposed project related to aesthetics, air quality, greenhouse gas emissions, noise, and transportation. This Alternative would reduce the duration of exposure to light and noise; however, impacts would remain similar to the proposed project. Operational noise impacts would remain significant and unavoidable. Alternative 2 would meet all of the objectives of the project.

III. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Code section 21081(b) and CEQA Guidelines section 15093, the District has balanced the benefits of the proposed project against the following unavoidable adverse impacts associated with the proposed project and has adopted all feasible mitigation measures with respect to these impacts: (1) Noise. The District examined alternatives to the proposed project, none of which both meet the Project objectives and is environmentally preferable to the proposed project, for the reasons discussed in the Findings and Facts in Support of Findings.

Regarding a Statement of Overriding Considerations, Guidelines section 15093 provides:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
- (b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

A. BACKGROUND

CEQA requires decision makers to balance the benefits of the proposed project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse effects, those effects may be considered "acceptable" (CEQA Guidelines section 15093[a]). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are infeasible to mitigate. Such reasons must

be based on substantial evidence in the FEIR or elsewhere in the administrative record (CEQA Guidelines section 15093 [b]). The agency's statement is referred to as a Statement of Overriding Considerations.

The following sections provide a description of each of the proposed project's significant and unavoidable adverse impacts and the justification for adopting a Statement of Overriding Considerations.

B. SIGNIFICANT AND UNAVOIDABLE ADVERSE IMPACTS

The following adverse impact from implementation of the proposed project are considered significant, unavoidable, and adverse based on the DEIR, FEIR, and the findings discussed in Section II, Findings and Facts Regarding Impacts, of this document.

1. Noise

Installing permanent lighting would result in a substantial permanent noise increase during the evening hours at nearby noise sensitive receptors. The noisiest activity that occurs on-site is band practice. Under the proposed project, the band would remain practicing in the morning but would also practice in the evening hours during winter months. Therefore, the change in noise ambience due to the project would occur in the evening hours due to band practice.

C. CONSIDERATION IN SUPPORT OF THE STATEMENT OF OVERRIDING CONSIDERATIONS

After balancing the specific economic, legal, social, technological, and other benefits of the proposed project, the District has determined that the unavoidable adverse environmental impacts identified above may be considered "acceptable" due to the following specific considerations, which outweigh the unavoidable, adverse environmental impacts of the proposed project.

1. Increased Safety for Students and Staff

The proposed project would provide a safer environment for the school's sports teams and other groups to practice and hold events within the school's campus in the evenings, which would help reduce the risk of injuries in student athletes with the provision of well-lit athletic facilities; prevent the potential risk of fatigue and heat exhaustion for teams that currently have to hold practices and games in the afternoons during the summer and early fall; and would provide a safer campus for all students, staff, and spectators at El Dorado HS. The proposed project would provide improved lighting technology to reduce light spill and energy consumption.

2. Maximized Use of Campus Facilities

The proposed project would maximize the use of the existing campus athletic fields and would allow the school's athletic teams, band, and other groups to use the school's facilities in the evenings for practices, games, and events. Implementation of the proposed project would reduce the amount of travel for student athletes and band members who are currently unable to use the campus field/stadium in the evenings and have had to move practices and events to other facilities, including nearby parks and/or schools within the District.

3. Equity for Students at El Dorado HS

The proposed project would provide students and athletes with the same opportunities as other schools in the District and surrounding areas that have access to more time on their home campus facilities to practice and host games. The current lack of lighting at the existing track/field creates a competitive disadvantage for the student athletes at El Dorado HS who are not able to have the necessary time to practice before the sun sets, and who have seen multiple competitive games cancelled or halted due to the lack of visibility on their home field; all of which would be mitigated with the implementation of the proposed project.

D. CONCLUSION

The Board of Education has balanced the project's benefits against the significant and unavoidable impacts. The Board of Education finds that the proposed project's benefits, which aim to meet the enhance the El Dorado High School's facilities and sense of school pride, outweigh the project's significant and unavoidable impacts, and these impacts, therefore, are considered acceptable in the light of the project's benefits. The Board of Education finds that each of the benefits described above is an overriding consideration, independent of the other benefits, which warrants approval of the project notwithstanding the project's significant and unavoidable impact.

NOTICE OF DETERMINATION

To: Office of Planning and Research
 1400 Tenth Street, Room 121
 Sacramento, CA 95814

From: Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia CA 92870

Clerk of the Board
 County of Orange
601 N. Ross Street
Santa Ana, CA 92701

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

El Dorado High School Field Lighting Project

Project Title

	Bradd Runge, Executive Director,	
<u>2023040042</u>	<u>Maintenance, Facilities, and Construction</u>	<u>(714) 985-8751</u>
<i>State Clearinghouse Number</i>	<i>Contact Person</i>	<i>Area Code/ Telephone/Extension</i>

El Dorado High School is at 1651 Valencia Avenue (Assessor Parcel Number [APN] 336-021-07), in the City of Placentia, northern Orange County. El Dorado HS is bound by Brookhaven Avenue to the west, Valencia Avenue to the east, and single-family residences to the north and south. The City of Placentia is bounded by the City of Brea to the north, the City of Anaheim to the south, the City of Yorba Linda to the northeast, and the City of Fullerton to the west.

Project Location - Specific

Placentia
Project Location – City

Orange
Project Location – County

The District plans to add permanent lighting to the synthetic track/field at El Dorado HS. The proposed lighting would consist of four pre-cast concrete bases with four galvanized steel poles 80 feet tall, with light emitting diode (LED) luminaires mounted at 16 feet and 80 feet. The El Dorado HS track/field would be used for sporting events and band practice. The proposed maximum field illumination level would be approximately 32 fc.

The installation of the permanent lighting would enable students to extend use of the track/field for El Dorado HS student use and community use, particularly in the winter months. Currently, students are transported to other schools for practice due to a lack of access, especially during the winter months. The El Dorado HS band would remain on the Campus in the fall and use the synthetic field until 9:00 p.m. The El Dorado HS football team would use the field until 9:00 p.m., and the out of season sports would use the field until 9:00 p.m. instead of going off campus. Band practice during the summer (i.e., June and July) would be provided in the evening to avoid conflicts with athletic activities. As with the existing conditions, the newly lit existing synthetic track/field would be available for use by approved community groups after school hours up to 9:00 p.m. when the field is not in use by El Dorado HS students and during weekends, as provided by the District's use policy.

Description of Proposed Project

Placentia-Yorba Linda Unified School District Board of Education
Name of Public Agency Approving Project

Placentia-Yorba Linda Unified School District
Name of Person or Agency Carrying Out Project

This is to advise that Placentia-Yorba Linda Unified School District has approved the above described
(Lead Agency or Responsible Agency)

project on October 10, 2023 and has made the following determinations regarding the above described
project (Date)

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A Statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final Environmental Impact Report with comments and responses and the record of project approval is available to the General Public at:

PYLUSD District Office: 1301 E. Orangethorpe Avenue, Placentia, CA 92870
Placentia-Yorba Linda Unified School District website: <https://www.pylusd.org/edhsfieldlights>

October 11, 2023
Date:

Signature (Gary Stine)

Assistant Superintendent, CBO
Title



El Dorado High School

Home of the Golden Hawks

1651 N. Valencia Avenue
 Placentia, California 92870
 (714) 986-7580

October 5, 2023

As requested, here are the anticipated field use times for the coming year.

Current Schedule - EDHS Synthetic Turf Field							
Organization Using Field	Mon	Tue	Wed	Thu	Fri	Sat	Sun
EDHS Marching Band	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	8:00 AM - 5:00 PM	--
EDHS Football *	2:30 PM - 6:45 PM	2:30 PM - 6:45 PM	2:30 PM - 6:45 PM	1:45 PM - 5:45 PM	--	8:00 AM - 12:30 PM	--
Strikers Soccer **	5:00 PM - 8:00 PM	5:00 PM - 8:00 PM	5:00 PM - 8:00 PM	5:00 PM - 8:00 PM	5:00 PM - 8:00 PM	9:00 AM - 5:00 PM	9:00 AM - 5:00 PM

* EDHS Football game days vary (Thursday or Friday)

** Strikers Soccer adjusts start time based on EDHS field utilization

Planned Lighting Schedule - Fall EDHS Synthetic Turf							
Organization Using Field	Mon	Tue	Wed	Thu	Fri	Sat	Sun
EDHS Marching Band	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	7:00 AM - 9:30 AM	8:00 AM - 5:00 PM	--
Football & Flag Football	2:30 PM - 6:45 PM	2:30 PM - 6:45 PM	2:30 PM - 6:45 PM	2:30 PM - 6:45 PM	2:30 PM - 6:45 PM	9:00 AM - 12:00 PM	--
Soccer & Lacrosse	6:45 PM - 8:45 PM	6:45 PM - 8:45 PM	6:45 PM - 8:45 PM	6:45 PM - 8:45 PM	6:45 PM - 8:45 PM	--	--
Band	--	--	--	--	--	12:00 PM - 8:00 PM	--
Strikers Soccer *	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	9:00 AM - 5:00 PM	9:00 AM - 5:00 PM

* Strikers Soccer adjusts start time based on EDHS field utilization

Planned Lighting Schedule - Winter EDHS Synthetic Turf							
Organization Using Field	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Soccer	2:45 PM - 6:45 PM	2:45 PM - 6:45 PM	2:45 PM - 6:45 PM	2:45 PM - 6:45 PM	2:45 PM - 6:45 PM	--	--
Lacrosse	6:45 PM - 9:00 PM	6:45 PM - 9:00 PM	6:45 PM - 9:00 PM	6:45 PM - 9:00 PM	6:45 PM - 9:00 PM	--	--
Strikers Soccer *	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	9:00 AM - 5:00 PM	9:00 AM - 5:00 PM

* Strikers Soccer adjusts start time based on EDHS field utilization

Planned Lighting Schedule - Spring EDHS Synthetic Turf							
Organization Using Field	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Track	2:30 PM - 4:30 PM	2:30 PM - 4:30 PM	2:30 PM - 4:30 PM	2:30 PM - 4:30 PM	2:30 PM - 4:30 PM	--	--
Lacrosse	4:30 PM - 6:30 PM	4:30 PM - 6:30 PM	4:30 PM - 6:30 PM	4:30 PM - 6:30 PM	4:30 PM - 6:30 PM	--	--
Soccer/Football	6:30 PM - 8:30 PM	6:30 PM - 8:30 PM	6:30 PM - 8:30 PM	6:30 PM - 8:30 PM	6:30 PM - 8:30 PM	--	--
Strikers Soccer *	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	9:00 AM - 5:00 PM	9:00 AM - 5:00 PM

* Strikers Soccer adjusts start time based on EDHS field utilization

Sincerely,

Joey Davis
 Principal

Empowering Students For Success

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**SUNSHINE THE ASSOCIATION OF PLACENTIA LINDA EDUCATORS (APLE) CERTIFICATED
BARGAINING AGREEMENT FOR THE CONTRACT ENDING JUNE 30, 2023**

Background:

The Board-adopted Master Certificated Employment Agreement between the Placentia-Yorba Linda School District and the Association of Placentia Educators (APLE) expires on June 30, 2024.

The Association of Placentia Linda Educators is submitting their initial proposal to open negotiations for the contract reopener agreement for the 2023-2024 school year. The articles to be opened by APLE are Article XIV-Wages and Benefits, Article XI-Class Size, and Article XVI-Professional Day. (Exhibit A)

The agenda item presents for Board consideration for Association of Placentia Linda Educators (APLE) Sunshine proposal to the Placentia Yorba Linda USD.

Financial Impact:

The fiscal impact to the district will depend upon the newly negotiated agreement. Prior to ratification of an agreement by the Board, there must be full disclosure of the multi-year projections in accordance with the provisions of AB 1200/2756.

Administrator:

Dr. Issaic Gates, Assistant Superintendent – Human Resources

Exhibit A

ASSOCIATION OF PLACENTIA LINDA EDUCATORS (APLE)

Initial Proposal to Placentia-Yorba Linda Unified School District

October 10, 2023

This email shall serve as APLE's bargaining sunshine for public notice. Pursuant to the current collective bargaining agreement each article is available to be opened by either party in 2023-24. Pursuant to discussions with the District, APLE and the District have agreed to move the period where each article is available to be opened to the 2024-25 school year. Contingent upon this understanding, APLE opens the following articles for the 2023-24 school year:

1. Article XIV-Wages and Benefits to negotiate salary and benefits and stipends.
2. Article XI-Class Size
3. Article XVI-Professional Day

The Association's proposals will be subjects contained or properly belong in the above-listed Articles. Specifically, but not limited to, the Association is interested in reviewing coaching and program stipends, office space, and to clarify language contained in class size.

We look forward to meeting with the District's bargaining team

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**SUNSHINE THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT CERTIFICATED
BARGAINING AGREEMENT FOR THE CONTRACT ENDING JUNE 30, 2023**

Background:

The Board-adopted Master Certificated Employment Agreement between the Placentia-Yorba Linda School District and the Association of Placentia Educators (APLE) expires on June 30, 2024.

The Placentia Yorba Linda Unified School District is submitting their initial proposal to open negotiations for the contract reopener agreement for the 2023-2024 school year. The articles to be opened by PYLUSD are Article VI-Rights and Privileges of the Association, Article XIII-Evaluation Procedures, and Article XIV-Wages and Benefits. (Exhibit A)

The agenda item presents for Board consideration for the Placentia Yorba Linda USD Sunshine proposal to the Association of Placentia Linda Educators (APLE).

Financial Impact:

The fiscal impact to the district will depend upon the newly negotiated agreement. Prior to ratification of an agreement by the Board, there must be full disclosure of the multi-year projections in accordance with the provisions of AB 1200/2756.

Administrator:

Dr. Issaic Gates, Assistant Superintendent – Human Resources

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

Initial Proposal to Association of Placentia Linda Educators (APLE)

October 10, 2023

It is understood that APLE and the District have agreed to open Article XIV (Wages and Benefits) and up to two additional articles chosen by APLE and up to two additional articles chosen by the District as the scope of bargaining for the 2023-2024 school year.

In accordance with Article I of the collective bargaining agreement between the Placentia-Yorba Unified School District and the Association of Placentia Linda Educators, the District submits the following initial proposal for the parties 2023-2024 successor negotiations.

- I. Maintain the language contained in the most current collective bargaining agreement that will expire on June 30, 2024, executed by the parties except as set forth herein below:
 - A. **Article VI: Rights and Privileges of the Association**
The District has an interest in reviewing the contract language associated with the rights and privileges of the association.
 - B. **Article XIII: Evaluation Procedures**
The District has an interest in reviewing the contract language associated with evaluation procedures.
 - C. **Article XIV: Wages and Benefits**
The District has an interest in reviewing the contract language associated with wages and benefits.
- II. The district has an interest in reviewing the Appendices and Memorandums of Understanding located in the appendices of the collective bargaining agreement.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

REPORTING OF PURCHASE ORDER TOTALS

August 27, 2023 through September 23, 2023 for the 2023-24 Fiscal Year

Financial Impact

General Fund (0101)	\$3,796,767.48
Child Development Fund (1212)	\$63,971.00
Cafeteria Fund (1313)	\$418,440.77
Deferred Maintenance (1414)	\$480,032.37
Capital Facilities Fund (2525)	\$230,411.06
School Facilities Fund Prop 47 (3539)	\$2,747.05
Capital Facilities Agency Fund (2545)	\$56,807.14
Insurance Health & Welfare Fund (6769)	\$42,735,000.00
Insurance Property Loss Fund (6770)	\$7,452.00

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

REPORT OF WARRANT TOTALS ISSUED

Background

Expenditures \$15,154,839.65
(August 27, 2023 through September 23, 2023)

Payroll Registers \$5,849,956.57

Total \$21,004,796.22

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

Placentia-Yorba Linda Unified School District
October 10, 2023

Check Numbers: 257217 - 257785

Approve Expenditures 8-27-23 through 9-23-23

General	Fund 0101	\$ 4,477,503.31
Child Development	Fund 1212	\$ 24,824.64
Cafeteria	Fund 1313	\$ 135,869.63
Deferred Maintenance	Fund 1414	\$ 112,114.38
Capital Facilities Fund/2525	Fund 2525	\$ 63,722.28
Capital Facilities/2545	Fund 2545	\$ 463,180.88
School Facilities Fund Prop 47/3539	Fund 3539	\$ 440,800.00
Special Reserve	Fund 4040	\$ 5,901,182.66
Insurance - Workers Comp	Fund 6768	\$ 154,966.55
Insurance - Health & Welfare	Fund 6769	\$ 3,373,223.32
Insurance - Property Loss	Fund 6770	\$ 7,452.00

Total Expenditures: \$15,154,839.65

Payroll Registers:

Certificated	2A	\$ 2,312,513.23
Classified	2B	\$ 3,537,443.34

Total Payroll Registers: \$ 5,849,956.57

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

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
T82C0367	I & B Flooring, Inc.	Mabel Paine Elementary School Bid No. 223-10 Remove and replace flooring in kindergarten room
T82C0374	I & B Flooring, Inc.	Fairmont Elementary School Bid No. 223-10 Remove and replace flooring in 300 building
T82C0377	I & B Flooring, Inc.	Bernardo Yorba Middle School Bid No. 223-10 Remove and replace flooring in administration building
T82C0378	I & B Flooring, Inc.	Bryant Ranch Elementary School Bid No. 223-10 Remove and replace flooring in preschool classrooms
T82C0380	I & B Flooring, Inc.	Bernardo Yorba Middle School Bid No. 223-10 Remove and replace flooring in administration building
T82C0386	I & B Flooring, Inc.	Topaz Elementary School Bid No. 223-10 Remove and replace flooring in administration building, upper grade hallway, & library
T82C0388	I & B Flooring, Inc.	Valencia High School Bid No. 223-10 Remove and replace flooring in 400 building
T82C0399	I & B Flooring, Inc.	Woodsboro Elementary School Bid No. 223-10 Remove and replace carpet in remainder of hallways after water remediation
T82C0241	Johnson Landscapes	Valencia High School Bid No. 221-06 Landscape improvements throughout campus

T82C0387	Signature Flooring, Inc.	Lakeview Elementary School Bid No. 223-10 Remove and replace carpet in 4 classrooms & pod
T82C0173	Time & Alarm Systems	Golden Elementary School Bid No. 220-07 Replace fire alarm system
T82C0174	Time & Alarm Systems	Mabel Paine Elementary School Bid No. 220-07 Replace fire alarm system
T82C0353	TK Elevator	District-Wide Reprogram elevator phones throughout the District and replace elevator phone at Valencia High School
T82C0231	Universal Asphalt Co., Inc.	Mabel Paine Elementary School Bid No. 219-08 Asphalt overlay and restriping per existing layout on upper playground
T82C0325	West Coast Arborists, Inc.	Sierra Vista Elementary School Bid No. 223-12 Tree maintenance services

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

UNIT BID NO. 224-04, ASPHALT PAVING SERVICES

Background

The district advertised and received bids for Asphalt Paving Services on a unit cost basis and an hourly rate cost for labor and materials when appropriate with Universal Asphalt Company, Inc. being the lowest responsive and responsible bidder. The bid will be utilized for various asphalt paving services needed throughout the district.

This unit bid contract may be extended yearly for a total period not to exceed five years, if mutually agreed upon by the contractor and the district. Consideration will be given at each renewal period for increases in prevailing wage rates and Consumer Price Index upon written request by the contractor.

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

Financial Impact

General Fund (0101) - Routine Restricted Maintenance \$500,000
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
Redevelopment Agency Fund (2545)
School Facilities Fund (3539)
Special Reserve Fund (4040)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

AGREEMENT FOR SERVICES

Unit Price Bid 224-04 – Asphalt Paving Services

THIS AGREEMENT, entered into this 11th day of October, 2023 in the County of Orange of the State of California, by and between the **Placentia-Yorba Linda Unified School District**, hereinafter called the “Owner” or the “District”, and **Universal Asphalt Company, Inc.**, hereinafter called the “Contractor”.

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Bid 224-04, Unit Price Bid Asphalt Paving Services in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: After award of a contract or contracts, the District will issue Job Orders for specific projects on an as-needed basis. Once the Contractor has received a Job Order, the Contractor shall reach substantial completion. The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time. It is expressly understood that time is of the essence. The term of this Agreement will be for one year for work as needed, with the option to extend the contract for four additional one-year terms as approved by the District in its sole discretion.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Five Hundred Dollars Dollars (\$500.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The total approved cost based on the unit prices for each Job Order will be the Contract Price for the specific Project. The District is not limited to any total amount of work to be provided to the Contractor under this Agreement regarding the amount of work to be performed by the Contractor. There is no express or implied guarantee to the bidder that any unit price line items will be requested by the District under this Agreement. Contractor agrees and acknowledges that the District may undertake work of a similar nature and scope as set forth in this Agreement under separate contracts, purchase orders, etc.

1.	Remove Existing Asphalt and Installation of New 3” Asphalt Paving	
	A. Minimum Charge	\$1,500.00
	B. 0 – 500 Square Feet – Cost per S.F.	\$5.00
	C. 501 – 1000 Square Feet – Cost per S.F.	\$4.00
	D. 1001 – 3000 Square Feet – Cost per S.F.	\$3.50
	E. 3001 Square Feet and Above – Cost per S.F.	\$3.15
2.	Remove Dirt/Grass and Installation over New 3” Asphalt Paving	
	A. Minimum Charge	\$1,500.00
	B. 0 – 500 Square Feet – Cost per S.F.	\$6.00

	C.	501 – 1000 Square Feet –	Cost per S.F.	\$5.50
	D.	1001 – 3000 Square Feet –	Cost per S.F.	\$4.50
	E.	3001 Square Feet and Above –	Cost per S.F.	\$3.15
3.	Removing Existing Asphalt and Installation of New 4" Asphalt Paving			
	A.	Minimum Charge		\$1,500.00
	B.	0 – 500 Square Feet –	Cost per S.F.	\$6.75
	C.	501 – 1000 Square Feet –	Cost per S.F.	\$6.50
	D.	1001 – 3000 Square Feet –	Cost per S.F.	\$4.50
	E.	3001 Square Feet and Above –	Cost per S.F.	\$4.00
4.	Remove Dirt/Grass and Installation of 4" New Asphalt Paving			
	A.	Minimum Charge		\$1,500.00
	B.	0 – 500 Square Feet –	Cost per S.F.	\$6.50
	C.	501 – 1000 Square Feet –	Cost per S.F.	\$ 6.00
	D.	1001 – 3000 Square Feet –	Cost per S.F.	\$4.50
	E.	3001 Square Feet and Above –	Cost per S.F.	\$4.25
5.	Remove Existing Asphalt and Installation of New 6" Asphalt Paving			
	A.	Minimum Charge		\$1,500.00
	B.	0 – 500 Square Feet –	Cost per S.F.	\$7.00
	C.	501 – 1000 Square Feet –	Cost per S.F.	\$7.00
	D.	1001 – 3000 Square Feet –	Cost per S.F.	\$6.50
	E.	3001 Square Feet and Above –	Cost per S.F.	\$6.00
6.	Remove Dirt/Grass and installation of 6" New Asphalt Paving			
	A.	Minimum Charge		\$1,500.00
	B.	0 – 1000 Square Feet –	Cost per S.F.	\$7.00
	C.	1001 – 5000 Square Feet –	Cost per S.F.	\$7.00
	D.	1001 – 3000 Square Feet –	Cost per S.F.	\$ 6.50

	E. 3001 Square Feet and Above –	Cost per S.F.	\$6.25
7.	1 Inch Overlay		
	A. Minimum Charge		\$1,000.00
	B. 0 – 1,000 Square Feet –	Cost per S.F.	\$1.50
	C. 1,001- 5,000 Square Feet –	Cost per S.F.	\$1.45
	D. 5,001 – 10,000 Square Feet –	Cost per S.F.	\$1.25
	E. 10,001 Square Feet and Above –	Cost per S.F.	\$1.15
8.	Primer Coat		
	A. Minimum Charge		\$ 750.00
	B. 0 – 1,000 Square Feet –	Cost per S.F.	\$ 1.00
	C. 1,001 – 5,000 Square Feet –	Cost per S.F.	\$0.50
	D. 5,001 – 10,000 Square Feet –	Cost per S.F.	\$0.15
	E. 10,001 Square Feet and Above –	Cost per S.F.	\$0.10
9.	Edge Grinding: 0" to 1-1/2" Deep by 2' Wide		
	A. Minimum Charge		\$750.00
	B. 0 – 100 Lineal Feet –	Cost per L.F.	\$8.00
	C. 101 – 300 Lineal Feet –	Cost per L.F.	\$3.00
	D. 301 – 500 Lineal Feet –	Cost per L.F.	\$2.50
	E. 501 Lineal Feet and Above –	Cost per L.F.	\$2.00
10.	Full Grind:		
	A. Minimum Charge		\$2,000.00
	B. Grinding, 0" to 2" Depth	Cost per S.F.	\$10.00
	C. 0 – 100 Square Feet, 0" to 2": Deep	Cost per S.F.	\$10.00
	D. 101 - 300 Square Feet, 0" to 2" Deep	Cost per S.F.	\$4.00
	E. 301 – 500 Square Feet, 0" to 2" Deep	Cost per S.F.	\$3.50
	F. 501 – 1,000 Square Feet, 0" to 2" Deep	Cost per S.F.	\$3.50

	G. 1,001 Square Feet & Above, 0" to 2" Deep	Cost per S.F.	\$2.00
	H. Grinding, Additional 1" Depth	Cost per S.F.	\$0.50
11.	Placement of Additional 1" AC Paving to any above Units		
	A. Including Removal	Cost per S.F.	\$1.50
	B. Without Removal	Cost per S.F.	\$1.00
12.	Remove Dirt and Installation of 4" Crushed Aggregate Base (CAB)		
	A. Minimum Charge		\$1,000.00
	B. 0 – 500 Square Feet –	Cost per S.F.	\$4.00
	C. 501 – 1,000 Square Feet	Cost per S.F.	\$3.00
	D. 1,001 to 3,000 Square Feet –	Cost per S.F.	\$2.00
	E. 3,001 Square Feet and Above	Cost per S.F.	\$1.50
13.	Skin Patch		
	A. Minimum Charge		\$1,000.00
	B. 0 – 100 Square Feet	Cost per S.F.	\$10.00
	C. 101 – 300 Square Feet	Cost per S.F.	\$5.00
	D. 301 – 500 Square Feet	Cost per S.F.	\$4.00
	E. 501 – 1000 Square Feet	Cost per S.F.	\$3.00
	F. 1001 Square Feet & Above	Cost per S.F.	\$2.00
14.	Installation of Speed Bumps (3' wide, AVG 25 LF)		
	A. Minimum Charge		\$1,000.00
	B. Each Speed Bump		\$800.00
15.	Installation of 6" Formed Asphalt Curb		
	A. Minimum Charge		\$1,000.00
	B. 0 – 100 Lineal Feet -	Cost per L.F.	\$10.00
	C. 101 – 300 Lineal Feet -	Cost per L.F.	\$8.00
	D. 301 – 500 Lineal Feet -	Cost per L.F.	\$7.00

	E. 501 Lineal Feet and Above	Cost per L.F.	\$7.00
16.	Installation of Ramp Transitions (Toes) (Typical 4X5, 0" - 4")		
	A. Minimum Charge		\$1,000.00
	B. Each Ramp		\$500.00
17.	Installation of Redwood Headers with 2" X 3" X 12" Stakes		
	A. 2" X 3" Header	Cost per L.F.	\$4.50
	B. 2" X 4" Header	Cost per L.F.	\$5.00
	C. 2" X 6" Header	Cost Per L.F.	\$6.00
18.	Installation of One Coat Seal Coat (OverKote) – Weekday Work		
	A. Minimum Charge		\$2,000.00
	B. 0 – 1000 Square Feet –	Cost per S.F.	\$2.00
	C. 1001 – 5000 Square Feet –	Cost per S.F.	\$0.40
	D. 5001 – 10000 Square Feet –	Cost per S.F.	\$0.25
	E. 10001 Square Feet and Above	Cost per S.F.	\$0.15
	F. 2% Latex Additive	Cost per S.F.	\$0.02
	G. 3lb #30 mesh sand per gallon	Cost per S.F.	\$0.02
19.	Installation of Second Coat Seal Coat (OverKote) – Weekday Work		
	A. Minimum Charge		\$500.00
	B. 0 – 1000 Square Feet –	Cost per S.F.	\$0.50
	C. 1001 – 5000 Square Feet –	Cost per S.F.	\$0.10
	D. 5001 – 10000 Square Feet –	Cost per S.F.	\$0.08
	E. 10001 Square Feet and Above	Cost per S.F.	\$0.05
	F. 2% Latex Additive	Cost per S.F.	\$0.02
	G. 3lb #30 mesh sand per gallon	Cost per S.F.	\$0.02
20.	Installation of One Coat Seal Coat (OverKote) ** Work to be performed on Saturday, Sunday or Holiday		
	A. Minimum Charge		\$2,000.00

	B.	0 – 1000 Square Feet –	Cost per S.F.	\$2.50
	C.	1001 – 5000 Square Feet –	Cost per S.F.	\$0.60
	D.	5001 – 10000 Square Feet –	Cost per S.F.	\$0.30
	E.	10001 Square Feet and Above	Cost per S.F.	\$0.15
	F.	2% Latex Additive	Cost per S.F.	\$0.02
	G.	3lb #30 mesh sand per gallon	Cost per S.F.	\$0.02
21.	Installation of Second Coat Seal Coat (OverKote) ** Work to be performed on Saturday, Sunday or Holiday			
	A.	Minimum Charge		\$750.00
	B.	0 – 1000 Square Feet –	Cost per S.F.	\$1.00
	C.	1001 – 5000 Square Feet –	Cost per S.F.	\$0.20
	D.	5001 – 10000 Square Feet –	Cost per S.F.	\$0.10
	E.	10001 Square Feet and Above	Cost per S.F.	\$0.05
	F.	2% Latex Additive	Cost per S.F.	\$0.02
	G.	3lbs #30 mesh sand per gallon	Cost per S.F.	\$0.02
22.	Striping – Weekday Work			
	A.	Minimum Charge		\$500.00
	B.	3" wide Line	Cost per L.F.	\$1.00
	C.	H.C. Stalls	Cost Each	\$100.00
	D.	Traffic Legends	Cost Each	\$80.00
	E.	Numbers	Cost Each	\$2.50
	F.	Words	Cost Each	\$20.00
	G.	Curbs	Cost per L.F.	\$1.25
	H.	Solid Paint	Cost Per S.F.	\$2.00
23.	Striping - **Work to be performed on Saturday, Sunday or Holiday.			
	A.	Minimum Charge		\$1,000.00
	B.	3" wide Line	Cost per L.F.	\$1.00

	C.	H.C. Stalls	Cost Each	\$100.00
	D.	Traffic Legends	Cost Each	\$80.00
	E.	Numbers	Cost Each	\$2.50
	F.	Words	Cost Each	\$20.00
	G.	Curbs	Cost per L.F.	\$1.25
	H.	Solid Paint	Cost Per S.F.	\$2.00
24.		Crack Fill (Cold Material) OverKote or approved equal		
	A.	Minimum Charge		\$1,000.00
	B.	Crack Fill	Cost per L.F.	\$1.00
25.		Crack Fill (Hot Material) Deery Brand or approved equal		
	A.	Minimum Charge		\$2,000.00
	B.	Crack Fill	Cost per L.F.	\$2.00
26.		Hourly pay rate for		
	A.	Bid cost per hour for Foreman w/pick-up		\$200.00/HR
	B.	Bid cost per hour for Operator		\$150.00/HR
	C.	Bid Cost per hour for Laborer		\$125.00/HR
	D.	Bid Cost per hour for Apprentice		\$115.00/HR
27.		Operated Equipment		
	A.	Backhoe	Cost per Hour	\$225.00/HR
	B.	Skip Loader	Cost per Hour	\$200.00/HR
	C.	10 Wheel Dump Truck	Cost per Hour	\$175.00/HR
	D.	3.5 Ton Roller	Cost per Hour	\$125.00/HR
	E.	8 Ton Roller	Cost per Hour	\$125.00/HR
	F.	Bobcat	Cost per Hour	\$250.00/HR
	G.	Water Truck	Cost per Hour	\$150.00/HR

	H. Blade	Cost per Hour	\$250.00/HR
	I. 950 Loader	Cost per Hour	\$300.00/HR
	J. Sweeper	Cost per Hour	\$150.00/HR
	K. Concrete Sawcutter	Cost per Hour	\$300.00/HR
28.	Cost for mark-up over and above direct cost.		
	A. Rental Equipment	% Mark-up	10%
	B. Materials	% Mark-up	15%
	C. Supplies and Miscellaneous	% Mark-up	10%
	D. Dump Fees	% Mark-up	15%
	E. Subcontractor Mark-Up	% Mark-up	10%
29.	Cataloging		\$200.00/HR

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed

against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- General Conditions
- Supplementary and Special Conditions
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Requirements, Reports and/or any other Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the Owner and the Contractor shall be subject to

examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class C-12 Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT: Placentia-Yorba Linda Unified School District

CONTRACTOR: Universal Asphalt Company, Inc.

Gary Stine

Typed or Printed Name

Assistant Superintendent, Administrative Services

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

BID NO. 223-08, ROOFING PROJECTS, CHANGE ORDER NO. 1

Background

On March 14, 2023, the Board awarded Bid No. 223-08 for roofing projects at seven district sites to Adco Roofing, Inc., Best Contracting Services, Inc., and Commercial Roofing Systems, Inc.

A change order is needed to increase Best Contracting Services, Inc. for Topaz Elementary School and Travis Ranch School. This change order is required to replace damaged roof decking that was not included in the original bid. The effect of this change order is as follows:

Original Contract Sum	\$660,000
Change Order No. 1	<u>39,369</u>
New Contract Sum	<u>\$699,369</u>
Total Change Order Percentage	5.96%

An approved change order is required to increase the contract amount for the work required in this project. The change order items were reviewed by district staff and found necessary to complete the project.

Financial Impact

Deferred Maintenance Fund (1414) NTE \$39,369

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT CHANGE ORDER FORM

Project Name: Roofing Projects - Topaz ES & Travis Ranch	Bid Number: 223-08 Purchase Order Number: Various Change Order Number: 001
To Contractor: Best Contracting Services 19027 S. Hamilton Ave Gardena, CA 90248-4408	Date: October 10, 2023

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:
 Change Order Request for PCO's as indicated in PCO Log attached.

<u>COR#</u>	<u>Description</u>	<u>Amount</u>
23057-0001	Topaz ES - Remove and Replace damaged decking (plywood)	\$ 17,038.07
23057-0002	Travis Ranch - Remove and Replace damaged decking (plywood)	\$ 22,330.21
Total Amount of This Change Order >		\$ 39,368.28

Project: Roofing Projects - Topaz ES & Travis Ranch	Purchase Order No: Various Change Order No.: 001 Bid Number: 223-08
Contractor: Best Contracting Services	Board Approval Date: October 10, 2023

The original Contract sum was >	\$ 660,000.00
Net change by previously authorized Change Orders >	\$ -
The Contract sum prior to this Change Order >	\$ 660,000.00
The Contract Sum will be changed by this Change Order in the amount of >	\$ 39,368.28
The new Contract Sum including this Change Order will be >	\$ 699,368.28
The Contract Time will be increased by >	0 day(s)
The date of Substantial Completion as of this Change Order therefore is >	10/10/2023

Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 60 of the General Conditions. The adjustment in the contract sum due to the Contractor arising out of the change in the work covered by this change order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Owner
 Placentia-Yorba Linda Unified School District
 1301 E. Orangethorpe Avenue, Placentia, CA 92670

By: _____ Print Name: Gary Stine, Asst. Superintendent
 Date: _____ Administrative Services

Contractor
 Best Contracting Services
 19027 S. Hamilton Ave Gardena, CA 90248-4408

By: _____ Print Name: _____
 Date: _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

MEDICAL THERAPY UNIT (MTU), GEORGE KEY SCHOOL

Background

In October 1980, the District entered into a “Donated Space Agreement” with the County of Orange for a Physical Therapy/Occupational Program, originally housed at John Tynes School. Subsequently, the Medical Therapy Unit (MTU) was relocated, and on July 15, 2008, the Board approved a five-year facility license agreement at George Key School with the Orange County Health Agency – MTU. The Board has approved amendments to the license agreement for the MTU at George Key School through October 31, 2023.

The County provides physical and occupational therapy services to disabled children and their families residing within the District’s boundaries. To continue offering services, the County of Orange Health Care Agency requires a new license agreement to be approved by the Board and is requesting to continue service for an additional five years. The term of the license agreement will be November 1, 2023 through October 31, 2028.

Financial Impact

No fiscal impact

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES, AMENDMENT NO. 1, EL DORADO HIGH SCHOOL

Background

On January 11, 2022 the Board approved a consultant services agreement with Placeworks for the California Environmental Quality Act (CEQA) services for the permanent field lighting project at El Dorado High School.

Additional hours were needed to complete the final EIR due to revisions of sections and figures to include the new project lighting plans provided by Musco Lighting and added noise monitoring during band practice. Air quality testing and modeling was re-done due to South Coast Air Quality Management District’s (SCAQMD) release of an updated California Emissions Estimator model. Air Quality and Greenhouse Gas Emissions were not included in the original scope of work, but were added due to the sensitivity of the project, and additional project management was necessary due to revised plans and discussions on design approach to avoid significant light and glare impacts.

Original Contract Amount	\$ 75,636
Amendment No. 1	<u>\$ 47,491</u>
New Contract Amount	<u>\$123,127</u>

In order to advance and complete the EIR, an amendment to the consultant services agreement is required. The scope of work and proposed fees have been reviewed by the Maintenance and Facilities Department staff and have been found to be appropriate for the work defined.

Financial Impact

School Facilities Fund (3539) NTE \$47,491

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

September 18, 2023

Shawna Boyle
Supervisor, Maintenance & Facilities
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870
Sent via email to sboyle@pylusd.org

Subject: El Dorado HS Field Lighting Project EIR Cost Amendment

Dear Ms. Boyle:

Thank you for this opportunity to request modification to the budget for the El Dorado HS Field Lighting Project (project). The cost amendment request is to cover work beyond our approved contract with the District dated January 12, 2022 for CEQA consulting services. Specifically, this amendment requests additional fees for:

- » Revising EIR sections and figures including the project description and technical analyses to reflect the new project lighting plans provided by Musco.
- » Revising EIR sections and figures to reflect second change to Musco lighting plan.
- » Two additional noise monitoring site visits at the project site during band practice.
- » Due to South Coast Air Quality Management District's (South Coast AQMD's) release of an updated California Emissions Estimator Model (CalEEMod) version, PlaceWorks was required to rerun air quality modeling for the project.
- » It was assumed that Air Quality and Greenhouse Gas Emissions analyses would be scoped out of the EIR; however, based on project sensitivity and community comments, these issue areas were analyzed in the Draft EIR in their own sections. This required an additional level of effort for detailed EIR analysis.
- » Additional Project Management efforts due to revised project plans and discussions on design approach to avoid significant light and glare impacts.
- » Attendance at additional community meeting.
- » Additional efforts for the preparation of the Final EIR with over 100 comments received on the Draft EIR.

Cost Estimate

The following table represents our fee for the items described above. The following is a summary of our requested contract amendment in the total amount of \$47,491, bringing the total contract value to \$123,127.

Table 1. Cost Estimate: Environmental Impact Report

TASK	ORIGINAL CONTRACT (01/12/22)	REQUESTED CONTRACT AMENDMENT	TOTAL CONTRACT W/ REQUESTED AMENDMENT
Project Initiation/Kick-off Meeting	\$1,100	--	\$1,100
Initial Study	4,500	--	4,500
Community Scoping Meeting / Public Notice	2,800	--	2,800
Notice of Preparation/Distribution/Mailing	1,000	--	1,000
Screencheck Draft EIR/Alternatives	8,900	\$10,000	18,900
Aesthetics / Light and Glare	4,300	3,500	7,800
Visual Simulations (day and nighttime, 3 locations)	7,800	--	7,800
Air Quality / Energy / GHG	8,345	5,000	13,345
Noise and Vibration	7,500	2,000	9,500
Transportation	1,900	--	1,900
Tribal Cultural Resources (draft letters)	800	--	800
Revisions/Public Draft EIR	2,000	9,060	11,060
Notice of Availability	600	--	600
Responses to Comments / Final EIR	4,500	5,000	9,500
Mitigation Monitoring Program	600	--	600
Word Processing/Editing	1,200	500	1,700
Graphics	1,200	500	1,700
Findings/Statement of Overriding Considerations	1,900	1,000	2,900
Notice of Determination, County and SCH Filing	1,000	--	1,000
Project Management	4,000	9,000	13,000
Public Meetings (1)	3,600	1,000	4,600
Subtotal – Labor	\$69,545	\$46,560	\$116,105
Printing and Production	\$800	--	\$800
Transportation	3,700	--	3,700
Noise Instruments Fee	200	--	200
Misc. Office Expenses (2% of labor)	1,391	\$931	2,322
Subtotal – Reimbursables	\$6,091	\$931	\$7,022
TOTAL	\$75,636	\$47,491	\$123,127



We appreciate your consideration of this requested cost amendment. Please let us know if you need additional information to assist you in expediting this request. Thank you.

Sincerely,

PLACEWORKS

A handwritten signature in blue ink, appearing to read "Dwayne Mears".

Dwayne Mears
Principal

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

RESOLUTION NO. 23-11, DESIGNATION OF AUTHORIZED DISTRICT REPRESENTATIVES

Background

In order for the District to file applications for eligibility determination, funding, and/or certify information under one or more SAB-Administered Program(s), the State Allocation Board (SAB) and the Department of General Services (DGS) require a school district's Board of Education to authorize specific individuals to sign and submit information on behalf of a school district.

In support of filing necessary applications under programs administered by the SAB and DGS, the Board of Education authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s):

1. Dr. Alex Cherniss, Superintendent
2. Gary Stine, Assistant Superintendent, Administrative Services
3. Bradd Runge, Executive Director, Maintenance and Facilities

Financial Impact

No fiscal impact

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**BEFORE THE BOARD OF EDUCATION OF THE
PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

RESOLUTION NO. 23-11

**SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING; DESIGNATION OF
AUTHORIZED DISTRICT REPRESENTATIVES**

WHEREAS, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, Placentia Yorba Linda Unified School District intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB-Administered Program(s); and

WHEREAS, a condition of processing the various applications under the SAB and DGS administered programs is a resolution in support of those applications from the Placentia Yorba Linda Unified School District Board of Education; and

WHEREAS, the SAB and DGS require a school district's Board of Education to authorize specific individuals to sign and submit information on behalf of a school district; and

WHEREAS, the Placentia Yorba Linda Unified School District understands that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Placentia Yorba Linda Unified School District Board of Education is in support of filing necessary applications under programs administered by the SAB and DGS and authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s):

1. Dr. Alex Cherniss, Superintendent
2. Gary Stine, Assistant Superintendent, Administrative Services
3. Bradd Runge, Executive Director, Maintenance and Facilities

PASSED AND ADOPTED on October 10, 2023, by the Placentia Yorba Linda Unified School District Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

Shawn Youngblood, Board President
Placentia Yorba Linda Unified School District

CERTIFICATION

I, Todd Frazier, certify that the foregoing is a correct copy of a resolution passed and adopted by the Placentia Yorba Linda Unified School District Board of Education on October 10, 2023.

Todd Frazier, Board Clerk/Secretary
Placentia Yorba Linda Unified School District

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

ARCHITECTURAL SERVICES, GLENVIEW ELEMENTARY SCHOOL

Background

Studio Plus Architecture Corp. will provide architectural design services for the new preschool program at Glenview Elementary School. This will include the installation of three (3) modular classrooms, a new restroom building, shade shelter, and playground equipment. The Studio Plus Architecture Corp. proposal includes schematic design, design development, construction documents, the bidding phase, and construction administration and DSA closeout.

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 (2545) NTE \$71,000
Child Development Fund (1212)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

July 13, 2023

Bradd Runge
 Placentia-Yorba Linda Unified School District
 Maintenance, Facilities, Construction Department
 1301 E Orangethorpe Ave
 Placentia, CA 92870

REQ/PC	DATE 8/9/23	CEL
		S.R.M
		GP
W.D.# 152097		CM
		GC
AUTH. BY B-R		GC

Re: Glenview Elem School Modularity, Shade Canopy, and Play Structure Proposal

P.S.

Dear Bradd,

Thank you for the opportunity to provide this proposal for Architectural, Civil, Electrical and Fire Alarm Engineering services related to installation of the following at Glenview Elementary School:

- (1) 12'x40' DSA Pre-Checked modular restroom building by AMS
- (3) 24'x40' DSA Pre-Checked modular classroom buildings ("dry", with no restroom or sink) by AMS
- (1) 20'x30' DSA Pre-Checked shade structure by USA Shade
- (1) 42'x30' Play structure by Miracle Play Structure

Noted below are the Scope of Work, Professional Services Fee, Supplemental Services Fee, Reimbursable Budget, Assumptions, and Exclusions for proposed services on this project. Please refer to "Exhibit A" for reference.

Scope of Work

Provide professional design services during Schematic Design through Close-Out phases for installation of the items listed above.

Architectural Services (Studio+)

1. Review existing site drawings and perform one (1) initial site visit to confirm existing conditions.
2. Generate option as required for District approval for building location.
3. Coordinate and respond to AMS initial design submittals:
 - a. POC (Points of Connection) and location of access vents
 - b. Floor plan
 - c. Interior finishes (paint, tackboard, carpet, and laminate)
 - d. Exterior paint
 - e. Door hardware
 - f. Monitor and/or marker board locations
4. Coordinate and respond to USA Shade regarding the shade structure.
5. Coordinate and respond to Miracle regarding the play structure.
6. Manage Civil and Electrical team requirements.
7. Document upgrades to "path of travel"
8. Generate CD's for DSA approval. Assumes one (1) bid package.
9. Facilitate DSA review and approval process including submittal of DSA paperwork.
10. Review submittals and RFI's during construction. Assume CM/GC will facilitate Bid RFI's through the bid process.
11. Conduct up to three (3) site visits during construction. Review pay applications.
12. Facilitate DSA close-out including submittal of paperwork to the DSA Box.

Civil Engineering (FPL)

1. Visit the project site to review existing field conditions. Observe and record the "as-built" conditions that will affect the work of this project. Note that no destructive measures will be employed to verify "as-built"



- conditions; exact verification of concealed construction will not be possible.
2. Prepare a site demolition plan with applicable notes, including the disposition of wet underground utilities only. Site demolition plans do not include work inside buildings. Underground dry utilities removals & demolition will be handled by others specializing in dry utilities.
 3. Prepare a grading plan for the proposed site improvements, to meet the requirements of all applicable ADA, DSA, and CA codes / standards. This does not include the design of site walls and retaining structures over 42" inches, measured from top of footing to top of retaining, which requires structural calculations by DSA, those shall be designed by a structural engineer.
 4. Prepare an underground sanitary sewer and domestic water plans and details, from a point of connection outside the new restroom buildings perimeter, to a point of connection on the campus. No new sewer or potable water line connections into the street are assumed necessary or included in this proposal. The design of a sewer pump is also not included.
 5. Assist during the bid phase of the project and respond to questions through the Bid-RFI process.
 6. Provide CA support: answer RFI's, review product submittals, prepare CCD's, review change orders, etc.
 7. Attend field observation trips, at appropriate stages of construction completion, when requested.
 8. Prepare the final punch list for the scope of work included herein.

Electrical Engineering (TK1SC)

1. Power to the new relocatable buildings extending from the existing service on campus. Power and lighting inside the portables are provided by the building manufacturer.
2. Low voltage systems including data, phone, public address, clock, and security are to be extended from the respective system headend equipment on campus to the new relocatable buildings and provided throughout the new construction.
3. Fully engineered fire alarm system shall be provided.
4. Lighting for path of egress and safe dispersal area including photometrics to be provided.
5. One (1) Design Meeting.
6. One (1) Construction Site Visit.
7. Review submittals, shop drawings, and respond to RFI's during construction.

Professional Services Fee

A fixed professional services fee of **Seventy Thousand Dollars (\$70,000)** is proposed. Billing shall occur monthly per the following phase breakdown; SD (15%), DD (20%), CD (45%), AG (2.5%), CA (15%), CO (2.5%).

Architecture (Studio+).....	\$ 44,500
Civil Engineering (FPL).....	\$ 15,000
<u>Electrical Engineer (TK1SC).....</u>	<u>\$ 10,500</u>
	\$70,000

Reimbursable Budget

A General Reimbursable Budget of **One-Thousand Dollars (\$1,000)** is requested for typical reimbursable items such as District or DSA requested printing, shipping, and other similar typical reimbursable costs.

Assumptions

The following Assumptions are made under this proposal:



- Existing “Path of Travel” features (parking and sidewalks in other buildings) are generally compliant with current code requirements and any required upgrades are minor in scope, complexity, and / or cost.
- No new fire hydrants are required.
- It is assumed that the District will address existing irrigation design, if needed, as a part of the placement of the new buildings.
- It is assumed that the portable building manufacturer will be responsible to document District-specific requirements related to the portable buildings such as door hardware, interior finishes, and other related District defined items.
- At grade foundations are included in the DSA PC drawings.
- Existing electrical, communication, low voltage, water, and sewer utilities available on site are adequate to serve the new portable building.
- Portable building DSA Pre-Checked drawings are available for use and indicate utility points of connections.
- No fire water service (ie sprinklers) is required for the building.
- The existing electrical panels/system has adequate capacity to handle any additional load in this project.
- Affected electrical panels shall be load measured (72 hours minimum) by the District.
- It is assumed that all elements of the project will be constructed under one phase.

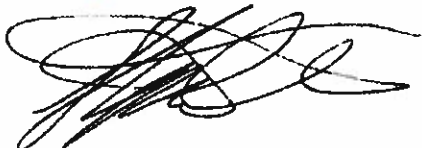
Exclusions

The following Exclusions are made under this proposal:

- Geotech and/or geohazard report.
- Landscape Design, Irrigation Design, Fire Protection.
- Struct Engineering and submittal review of at-grade slab and foundations.
- Photovoltaics and Battery Backup Systems.
- Construction testing & inspection.
- Commissioning.
- Underground Utility and/or Topographical Surveys.
- Hydrant flow testing fees.
- DSA review fees.
- Certification of any other uncertified projects on site.
- Path of travel improvements from the public right of way to admin and from admin up to the portable.
- Design for underground dry utilities, including gas.
- Utility coordination for new services or modification of existing service.

Should the terms and conditions of this proposal be acceptable, please provide a PYLUSD professional services contract for execution.

Sincerely,
studio+ ARCHITECTURE



Stephen Bull, AIA, LEED AP BD+C
 Principal
 C (714) 430-7020
steveb@wearestudioplus.com



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

ARCHITECTURAL SERVICES, MORSE ELEMENTARY SCHOOL

Background

Studio Plus Architecture Corp. will provide architectural design services for the new preschool program at Morse Elementary School. This will include the installation of three (3) modular classrooms, shade shelter, and playground equipment. The Studio Plus Architecture Corp. proposal includes schematic design, design development, construction documents, the bidding phase, and construction administration and DSA closeout.

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 (2545)	NTE \$65,000
Child Development Fund (1212)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

July 13, 2023

Bradd Runge
 Placentia-Yorba Linda Unified School District
 Maintenance, Facilities, Construction Department
 1301 E Orangethorpe Ave
 Placentia, CA 92870

REC/PO	DATE 8/9/23	SM
	152098	R.R.M
W.O.#		CP
		DM
AUTH. BY	B-?-	GC
		CC

Re: Morse Elem School Modulars, Shade Canopy, and Play Structure Proposal

P.S.

Dear Bradd,

Thank you for the opportunity to provide this proposal for Architectural, Civil, Electrical and Fire Alarm Engineering services related to installation of the following at Morse Elementary School:

- (3) 24'x40' DSA Pre-Checked modular classroom buildings ("wet", with restroom) by AMS
- (1) 20'x30' DSA Pre-Checked shade structure by USA Shade
- (1) 42'x30' Play structure by Miracle Play Structure

Noted below are the Scope of Work, Professional Services Fee, Supplemental Services Fee, Reimbursable Budget, Assumptions, and Exclusions for proposed services on this project. Please refer to "Exhibit A" for reference.

Scope of Work

Provide professional design services during Schematic Design through Close-Out phases for installation of the items listed above.

Architectural Services (Studio+)

1. Review existing site drawings and perform one (1) initial site visit to confirm existing conditions.
2. Generate option as required for District approval for building location. Coordinate and respond to AMS initial design submittals:
 - a. POC (Points of Connection) and location of access vents
 - b. Floor plan
 - c. Interior finishes (paint, tackboard, carpet, and laminate)
 - d. Exterior paint
 - e. Door hardware
 - f. Monitor and/or marker board locations
3. Coordinate and respond to USA Shade regarding the shade structure.
4. Coordinate and respond to Miracle regarding the play structure.
5. Manage Civil and Electrical team requirements.
6. Document upgrades to "path of travel"
7. Generate CD's for DSA approval. Assumes one (1) bid package.
8. Facilitate DSA review and approval process including submittal of DSA paperwork.
9. Review submittals and RFI's during construction. Assume CM/GC will facilitate Bid RFI's through the bid process.
10. Conduct up to three (3) site visits during construction. Review pay applications.
11. Facilitate DSA close-out including submittal of paperwork to the DSA Box.

Civil Engineering (FPL)

1. Visit the project site to review existing field conditions. Observe and record the "as-built" conditions that will affect the work of this project. Note that no destructive measures will be employed to verify "as-built" conditions; exact verification of concealed construction will not be possible.



2. Prepare a site demolition plan with applicable notes, including the disposition of wet underground utilities only. Site demolition plans do not include work inside buildings. Underground dry utilities removals & demolition will be handled by others specializing in dry utilities.
3. Prepare a grading plan for the proposed site improvements, to meet the requirements of all applicable ADA, DSA, and CA codes / standards. This does not include the design of site walls and retaining structures over 42" inches, measured from top of footing to top of retaining, which requires structural calculations by DSA, those shall be designed by a structural engineer.
4. Prepare an underground sanitary sewer and domestic water plans and details, from a point of connection outside the new restroom buildings perimeter, to a point of connection on the campus. No new sewer or potable water line connections into the street are assumed necessary or included in this proposal. The design of a sewer pump is also not included.
5. Assist during the bid phase of the project and respond to questions through the Bid-RFI process.
6. Provide CA support: answer RFI's, review product submittals, prepare CCD's, review change orders, etc.
7. Attend field observation trips, at appropriate stages of construction completion, when requested.
8. Prepare the final punch list for the scope of work included herein.

Electrical Engineering (TK1SC)

1. Power to the new relocatable buildings extending from the existing service on campus. Power and lighting inside the portables are provided by the building manufacturer.
2. Low voltage systems including data, phone, public address, clock, and security are to be extended from the respective system headend equipment on campus to the new relocatable buildings and provided throughout the new construction.
3. Fully engineered fire alarm system shall be provided.
4. Lighting for path of egress and safe dispersal area including photometrics to be provided.
5. One (1) Design Meeting.
6. One (1) Construction Site Visit.
7. Review submittals, shop drawings, and respond to RFI's during construction.

Professional Services Fee

A fixed professional services fee of **Sixty-Four Thousand Dollars (\$64,000)** is proposed. Billing shall occur monthly per the following phase breakdown; SD (15%), DD (20%), CD (45%), AG (2.5%), CA (15%), CO (2.5%).

Architecture (Studio+).....	\$ 44,500
Civil Engineering (FPL).....	\$ 10,500
<u>Electrical Engineer (TK1SC).....</u>	<u>\$ 9,000</u>
	\$64,000



Reimbursable Budget

A General Reimbursable Budget of **One-Thousand Dollars (\$1,000)** is requested for typical reimbursable items such as District or DSA requested printing, shipping, and other similar typical reimbursable costs.

Assumptions

The following Assumptions are made under this proposal:

- Existing “Path of Travel” features (parking and sidewalks in other buildings) are generally compliant with current code requirements and any required upgrades are minor in scope, complexity, and / or cost.
- No new fire hydrants are required.
- It is assumed that the District will address existing irrigation design, if needed, as a part of the placement of the new buildings.
- It is assumed that the portable building manufacturer will be responsible to document District-specific requirements related to the portable buildings such as door hardware, interior finishes, and other related District defined items.
- At grade foundations are included in the DSA PC drawings.
- Existing electrical, communication, low voltage, water, and sewer utilities available on site are adequate to serve the new portable building.
- Portable building DSA Pre-Checked drawings are available for use and indicate utility points of connections.
- No fire water service (ie sprinklers) is required for the building.
- The existing electrical panels/system has adequate capacity to handle any additional load in this project.
- Affected electrical panels shall be load measured (72 hours minimum) by the District.
- It is assumed that all elements of the project will be constructed under one phase.

Exclusions

The following Exclusions are made under this proposal:

- Geotech and/or geohazard report.
- Landscape Design, Irrigation Design, Fire Protection.
- Struct Engineering and submittal review of at-grade slab and foundations.
- Photovoltaics and Battery Backup Systems.
- Construction testing & inspection.
- Commissioning.
- Underground Utility and/or Topographical Surveys.
- Hydrant flow testing fees.
- DSA review fees.
- Certification of any other uncertified projects on site.
- Path of travel improvements from the public right of way to admin and from admin up to the portable.
- Design for underground dry utilities, including gas.
- Utility coordination for new services or modification of existing service.



Should the terms and conditions of this proposal be acceptable, please provide a PYLUSD professional services contract for execution.

Sincerely,
studio+ ARCHITECTURE



Stephen Bull, AIA, LEED AP BD+C
Principal
C (714) 430-7020
steveb@wearestudioplus.com



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

ARCHITECTURAL SERVICES, TYNES ELEMENTARY SCHOOL

Background

Studio Plus Architecture Corp. will provide architectural design services for the new preschool program at Tynes Elementary School. This will include the installation of three (3) modular classrooms, shade shelter, and two (2) play structures. The Studio Plus Architecture Corp. proposal includes schematic design, design development, construction documents, the bidding phase, and construction administration and DSA closeout.

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 (2545)	NTE \$67,500
Child Development Fund (1212)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

REQ/PO	DATE 8/2/23	GM
		R.R.M
W.O # 152099		CP
		DM
AUTH. BY [Signature]		GC
		GC

P.S.

July 13, 2023

Bradd Runge
 Placentia-Yorba Linda Unified School District
 Maintenance, Facilities, Construction Department
 1301 E Orangethorpe Ave
 Placentia, CA 92870

Re: Tynes Elem School Modulares, Shade Canopy, and Play Structure Proposal

Dear Bradd,

Thank you for the opportunity to provide this proposal for Architectural, Civil, Electrical and Fire Alarm Engineering services related to installation of the following at Tynes Elementary School:

- (3) 24'x40' DSA Pre-Checked modular classroom buildings ("wet", with restroom) by AMS
- (1) 20'x30' DSA Pre-Checked shade structure by USA Shade
- (2) 42'x30' Play structure by Miracle Play Structure

Noted below are the Scope of Work, Professional Services Fee, Supplemental Services Fee, Reimbursable Budget, Assumptions, and Exclusions for proposed services on this project. Please refer to "Exhibit A" for reference.

Scope of Work

Provide professional design services during Schematic Design through Close-Out phases for installation of the items listed above.

Architectural Services (Studio+)

1. Review existing site drawings and perform one (1) initial site visit to confirm existing conditions.
2. Generate option as required for District approval for building location. Coordinate and respond to AMS initial design submittals:
 - a. POC (Points of Connection) and location of access vents
 - b. Floor plan
 - c. Interior finishes (paint, tackboard, carpet, and laminate)
 - d. Exterior paint
 - e. Door hardware
 - f. Monitor and/or marker board locations
3. Coordinate and respond to USA Shade regarding the shade structure.
4. Coordinate and respond to Miracle regarding the play structure.
5. Manage Civil and Electrical team requirements.
6. Document upgrades to "path of travel"
7. Generate CD's for DSA approval. Assumes one (1) bid package.
8. Facilitate DSA review and approval process including submittal of DSA paperwork.
9. Review submittals and RFI's during construction. Assume CM/GC will facilitate Bid RFI's through the bid process.
10. Conduct up to three (3) site visits during construction. Review pay applications.
11. Facilitate DSA close-out including submittal of paperwork to the DSA Box.

Civil Engineering (FPL)

1. Visit the project site to review existing field conditions. Observe and record the "as-built" conditions that will affect the work of this project. Note that no destructive measures will be employed to verify "as-built" conditions; exact verification of concealed construction will not be possible.



2. Prepare a site demolition plan with applicable notes, including the disposition of wet underground utilities only. Site demolition plans do not include work inside buildings. Underground dry utilities removals & demolition will be handled by others specializing in dry utilities.
3. Prepare a grading plan for the proposed site improvements, to meet the requirements of all applicable ADA, DSA, and CA codes / standards. This does not include the design of site walls and retaining structures over 42" inches, measured from top of footing to top of retaining, which requires structural calculations by DSA, those shall be designed by a structural engineer.
4. Prepare an underground sanitary sewer and domestic water plans and details, from a point of connection outside the new restroom buildings perimeter, to a point of connection on the campus. No new sewer or potable water line connections into the street are assumed necessary or included in this proposal. The design of a sewer pump is also not included.
5. Assist during the bid phase of the project and respond to questions through the Bid-RFI process.
6. Provide CA support: answer RFI's, review product submittals, prepare CCD's, review change orders, etc.
7. Attend field observation trips, at appropriate stages of construction completion, when requested.
8. Prepare the final punch list for the scope of work included herein.

Electrical Engineering (TK1SC)

1. Power to the new relocatable buildings extending from the existing service on campus. Power and lighting inside the portables are provided by the building manufacturer.
2. Low voltage systems including data, phone, public address, clock, and security are to be extended from the respective system headend equipment on campus to the new relocatable buildings and provided throughout the new construction.
3. Fully engineered fire alarm system shall be provided.
4. Lighting for path of egress and safe dispersal area including photometrics to be provided.
5. One (1) Design Meeting.
6. One (1) Construction Site Visit.
7. Review submittals, shop drawings, and respond to RFI's during construction.

Professional Services Fee

A fixed professional services fee of *Sixty-Seven Thousand, Five-Hundred Dollars (\$67,500)* is proposed. Billing shall occur monthly per the following phase breakdown; SD (15%), DD (20%), CD (45%), AG (2.5%), CA (15%), CO (2.5%).

Architecture (Studio+).....	\$ 46,500
Civil Engineering (FPL).....	\$ 12,000
<u>Electrical Engineer (TK1SC).....</u>	<u>\$ 9,000</u>
	\$67,500



Reimbursable Budget

A General Reimbursable Budget of **One-Thousand Dollars (\$1,000)** is requested for typical reimbursable items such as District or DSA requested printing, shipping, and other similar typical reimbursable costs.

Assumptions

The following Assumptions are made under this proposal:

- Existing "Path of Travel" features (parking and sidewalks in other buildings) are generally compliant with current code requirements and any required upgrades are minor in scope, complexity, and / or cost.
- No new fire hydrants are required.
- It is assumed that the District will address existing irrigation design, if needed, as a part of the placement of the new buildings.
- It is assumed that the portable building manufacturer will be responsible to document District-specific requirements related to the portable buildings such as door hardware, interior finishes, and other related District defined items.
- At grade foundations are included in the DSA PC drawings.
- Existing electrical, communication, low voltage, water, and sewer utilities available on site are adequate to serve the new portable building.
- Portable building DSA Pre-Checked drawings are available for use and indicate utility points of connections.
- No fire water service (ie sprinklers) is required for the building.
- The existing electrical panels/system has adequate capacity to handle any additional load in this project.
- Affected electrical panels shall be load measured (72 hours minimum) by the District.
- It is assumed that all elements of the project will be constructed under one phase.

Exclusions

The following Exclusions are made under this proposal:

- Geotech and/or geohazard report.
- Landscape Design, Irrigation Design, Fire Protection.
- Struct Engineering and submittal review of at-grade slab and foundations.
- Photovoltaics and Battery Backup Systems.
- Construction testing & inspection.
- Commissioning.
- Underground Utility and/or Topographical Surveys.
- Hydrant flow testing fees.
- DSA review fees.
- Certification of any other uncertified projects on site.
- Path of travel improvements from the public right of way to admin and from admin up to the portable.
- Design for underground dry utilities, including gas.
- Utility coordination for new services or modification of existing service.



Should the terms and conditions of this proposal be acceptable, please provide a PYLUSD professional services contract for execution.

Sincerely,
studio+ ARCHITECTURE



Stephen Bull, AIA, LEED AP BD+C
Principal
C (714) 430-7020
steveb@wearestudioplus.com



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

ARCHITECTURAL SERVICES, RUBY DRIVE ELEMENTARY SCHOOL

Background

Studio Plus Architecture Corp. will provide architectural design services for the expanded learning expansion project at Ruby Drive Elementary School. This will include the installation of three (3) new modular classrooms and a shade shelter. The Studio Plus Architecture Corp. proposal includes schematic design, design development, construction documents, the bidding phase, and construction administration and DSA closeout.

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

General Fund (0101) – ELOP NTE \$59,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

July 13, 2023

Bradd Runge
 Placentia-Yorba Linda Unified School District
 Maintenance, Facilities, Construction Department
 1301 E Orangethorpe Ave
 Placentia, CA 92870

REC/PO	DATE 8/9/23	CM
		R.P.M.
	152095	CP
W.O.#		DM
		GG
AUTH. BY	B-R	GC

Re: Ruby Dr Elem School Modulars and Shade Canopy Proposal

E.L.

Dear Bradd,

Thank you for the opportunity to provide this proposal for Architectural, Civil, Electrical and Fire Alarm Engineering services related to installation of the following at Ruby Dr. Elementary School:

- (3) 24'x40' DSA Pre-Checked modular classroom buildings ("dry", with no restroom or sink) by AMS
- (1) 20'x30' DSA Pre-Checked shade structure by USA Shade

Noted below are the Scope of Work, Professional Services Fee, Supplemental Services Fee, Reimbursable Budget, Assumptions, and Exclusions for proposed services on this project. Please refer to "Exhibit A" for reference.

Scope of Work

Provide professional design services during Schematic Design through Close-Out phases for installation of the items listed above.

Architectural Services (Studio+)

1. Review existing site drawings and perform one (1) initial site visit to confirm existing conditions.
2. Generate option as required for District approval for building location. Coordinate and respond to AMS Initial design submittals:
 - a. POC (Points of Connection) and location of access vents
 - b. Floor plan
 - c. Interior finishes (paint, tackboard, carpet, and laminate)
 - d. Exterior paint
 - e. Door hardware
 - f. Monitor and/or marker board locations
3. Coordinate and respond to USA Shade regarding the shade structure.
4. Coordinate and respond to Miracle regarding the play structure.
5. Manage Civil and Electrical team requirements.
6. Document upgrades to "path of travel"
7. Generate CD's for DSA approval. Assumes one (1) bid package.
8. Facilitate DSA review and approval process including submittal of DSA paperwork.
9. Review submittals and RFI's during construction. Assume CM/GC will facilitate Bid RFI's through the bid process.
10. Conduct up to three (3) site visits during construction. Review pay applications.
11. Facilitate DSA close-out including submittal of paperwork to the DSA Box.

Civil Engineering (FPL)

1. Visit the project site to review existing field conditions. Observe and record the "as-built" conditions that will affect the work of this project. Note that no destructive measures will be employed to verify "as-built" conditions; exact verification of concealed construction will not be possible.
2. Prepare a site demolition plan with applicable notes, including the disposition of wet underground utilities



only. Site demolition plans do not include work inside buildings. Underground dry utilities removals & demolition will be handled by others specializing in dry utilities.

3. Prepare a grading plan for the proposed site improvements, to meet the requirements of all applicable ADA, DSA, and CA codes / standards. This does not include the design of site walls and retaining structures over 42" inches, measured from top of footing to top of retaining, which requires structural calculations by DSA, those shall be designed by a structural engineer.
4. Prepare an underground sanitary sewer and domestic water plans and details, from a point of connection outside the new restroom buildings perimeter, to a point of connection on the campus. No new sewer or potable water line connections into the street are assumed necessary or included in this proposal. The design of a sewer pump is also not included.
5. Assist during the bid phase of the project and respond to questions through the Bid-RFI process.
6. Provide CA support: answer RFI's, review product submittals, prepare CCD's, review change orders, etc.
7. Attend field observation trips, at appropriate stages of construction completion, when requested.
8. Prepare the final punch list for the scope of work included herein.

Electrical Engineering (TK1SC)

1. Power to the new relocatable buildings extending from the existing service on campus. Power and lighting inside the portables are provided by the building manufacturer.
2. Low voltage systems including data, phone, public address, clock, and security are to be extended from the respective system headend equipment on campus to the new relocatable buildings and provided throughout the new construction.
3. Fully engineered fire alarm system shall be provided.
4. Lighting for path of egress and safe dispersal area including photometrics to be provided.
5. One (1) Design Meeting.
6. One (1) Construction Site Visit.
7. Review submittals, shop drawings, and respond to RFI's during construction.

Professional Services Fee

A fixed professional services fee of **Fifty-Eight Thousand Dollars (\$58,000)** is proposed. Billing shall occur monthly per the following phase breakdown; SD (15%), DD (20%), CD (45%), AG (2.5%), CA (15%), CO (2.5%).

Architecture (Studio+).....	\$ 39,500
Civil Engineering (FPL).....	\$ 9,500
<u>Electrical Engineer (TK1SC).....</u>	<u>\$ 9,000</u>
	\$58,000



Reimbursable Budget

A General Reimbursable Budget of *One-Thousand Dollars (\$1,000)* is requested for typical reimbursable items such as District or DSA requested printing, shipping, and other similar typical reimbursable costs.

Assumptions

The following Assumptions are made under this proposal:

- Existing "Path of Travel" features (parking and sidewalks in other buildings) are generally compliant with current code requirements and any required upgrades are minor in scope, complexity, and / or cost.
- No new fire hydrants are required.
- It is assumed that the District will address existing irrigation design, if needed, as a part of the placement of the new buildings.
- It is assumed that the portable building manufacturer will be responsible to document District-specific requirements related to the portable buildings such as door hardware, interior finishes, and other related District defined items.
- At grade foundations are included in the DSA PC drawings.
- Existing electrical, communication, low voltage, water, and sewer utilities available on site are adequate to serve the new portable building.
- Portable building DSA Pre-Checked drawings are available for use and indicate utility points of connections.
- No fire water service (ie sprinklers) is required for the building.
- The existing electrical panels/system has adequate capacity to handle any additional load in this project.
- Affected electrical panels shall be load measured (72 hours minimum) by the District.
- It is assumed that all elements of the project will be constructed under one phase.

Exclusions


The following Exclusions are made under this proposal:

- Geotech and/or geohazard report.
- Landscape Design, Irrigation Design, Fire Protection.
- Struct Engineering and submittal review of at-grade slab and foundations.
- Photovoltaics and Battery Backup Systems.
- Construction testing & inspection.
- Commissioning.
- Underground Utility and/or Topographical Surveys.
- Hydrant flow testing fees.
- DSA review fees.
- Certification of any other uncertified projects on site.
- Path of travel improvements from the public right of way to admin and from admin up to the portable.
- Design for underground dry utilities, including gas.
- Utility coordination for new services or modification of existing service.



Should the terms and conditions of this proposal be acceptable, please provide a PYLUSD professional services contract for execution.

Sincerely,
studio+ ARCHITECTURE



Stephen Bull, AIA, LEED AP BD+C
Principal
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steveb@wearestudioplus.com



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

ARCHITECTURAL SERVICES, TOPAZ ELEMENTARY SCHOOL

Background

Studio Plus Architecture Corp. will provide architectural design services for the expanded learning expansion project at Topaz Elementary School. This will include the installation of three (3) new modular classrooms, one (1) modular restroom building, and a shade shelter. The Studio Plus Architecture Corp. proposal includes schematic design, design development, construction documents, the bidding phase, and construction administration and DSA closeout.

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

General Fund (0101) – ELOP NTE \$61,500

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

September 20, 2023

Bradd Runge
 Placentia-Yorba Linda Unified School District
 Maintenance, Facilities, Construction Department
 1301 E Orangethorpe Ave
 Placentia, CA 92870

Re: Topaz Elem School Modulars Proposal

Dear Bradd,

Thank you for the opportunity to provide this proposal for Architectural, Civil, Electrical and Fire Alarm Engineering services related to installation of the following at Topaz Elementary School:

- (1) 12'x40' DSA Pre-Checked modular restroom building by AMS
- (3) 24'x40' DSA Pre-Checked modular classroom buildings ("dry", with no restroom or sink) by AMS
- (1) 20'x30' DSA Pre-Checked shade structure by USA Shade

Noted below are the Scope of Work, Professional Services Fee, Supplemental Services Fee, Reimbursable Budget, Assumptions, and Exclusions for proposed services on this project. Please refer to "Exhibit A" for reference.

Scope of Work

Provide professional design services during Schematic Design through Close-Out phases for installation of the items listed above.

Architectural Services (Studio+)

1. Review existing site drawings and perform one (1) initial site visit to confirm existing conditions.
2. Generate option as required for District approval for building location. Coordinate and respond to AMS initial design submittals:
 - a. POC (Points of Connection) and location of access vents
 - b. Floor plan
 - c. Interior finishes (paint, tackboard, carpet, and laminate)
 - d. Exterior paint
 - e. Door hardware
 - f. Monitor and/or marker board locations
3. Coordinate and respond to USA Shade regarding the shade structure.
4. Manage Civil and Electrical team requirements.
5. Document upgrades to "path of travel"
6. Generate CD's for DSA approval. Assumes one (1) bid package.
7. Facilitate DSA review and approval process including submittal of DSA paperwork.
8. Review submittals and RFI's during construction. Assume CM/GC will facilitate Bid RFI's through the bid process.
9. Conduct up to three (3) site visits during construction. Review pay applications.
10. Facilitate DSA close-out including submittal of paperwork to the DSA Box.

Civil Engineering (FPL)

1. Visit the project site to review existing field conditions. Observe and record the "as-built" conditions that will affect the work of this project. Note that no destructive measures will be employed to verify "as-built" conditions; exact verification of concealed construction will not be possible.
2. Prepare a site demolition plan with applicable notes, including the disposition of wet underground utilities



only. Site demolition plans do not include work inside buildings. Underground dry utilities removals & demolition will be handled by others specializing in dry utilities.

3. Prepare a grading plan for the proposed site improvements, to meet the requirements of all applicable ADA, DSA, and CA codes / standards. This does not include the design of site walls and retaining structures over 42” inches, measured from top of footing to top of retaining, which requires structural calculations by DSA, those shall be designed by a structural engineer.
4. Prepare an underground sanitary sewer and domestic water plans and details, from a point of connection outside the new restroom buildings perimeter, to a point of connection on the campus. No new sewer or potable water line connections into the street are assumed necessary or included in this proposal. The design of a sewer pump is also not included.
5. Assist during the bid phase of the project and respond to questions through the Bid-RFI process.
6. Provide CA support: answer RFI’s, review product submittals, prepare CCD’s, review change orders, etc.
7. Attend field observation trips, at appropriate stages of construction completion, when requested.
8. Prepare the final punch list for the scope of work included herein.

Electrical Engineering (TK1SC)

1. Power to the new relocatable buildings extending from the existing service on campus. Power and lighting inside the portables are provided by the building manufacturer.
2. Low voltage systems including data, phone, public address, clock, and security are to be extended from the respective system headend equipment on campus to the new relocatable buildings and provided throughout the new construction.
3. Fully engineered fire alarm system shall be provided.
4. Lighting for path of egress and safe dispersal area including photometrics to be provided.
5. One (1) Design Meeting.
6. One (1) Construction Site Visit.
7. Review submittals, shop drawings, and respond to RFI’s during construction.

Professional Services Fee

A fixed professional services fee of **Seventy-One Thousand, Five-Hundred Dollars (\$71,500)** is proposed. Billing shall occur monthly per the following phase breakdown; SD (15%), DD (20%), CD (45%), AG (2.5%), CA (15%), CO (2.5%).

Architecture (Studio+).....	\$ 44,500
Civil Engineering (FPL).....	\$ 16,000
<u>Electrical Engineer (TK1SC).....</u>	<u>\$ 11,000</u>
	\$71,500

Reimbursable Budget

A General Reimbursable Budget of **One-Thousand Dollars (\$1,000)** is requested for typical reimbursable items such as District or DSA requested printing, shipping, and other similar typical reimbursable costs.

Assumptions

The following Assumptions are made under this proposal:



- Existing “Path of Travel” features (parking and sidewalks in other buildings) are generally compliant with current code requirements and any required upgrades are minor in scope, complexity, and / or cost.
- No new fire hydrants are required.
- It is assumed that the District will address existing irrigation design, if needed, as a part of the placement of the new buildings.
- It is assumed that the portable building manufacturer will be responsible to document District-specific requirements related to the portable buildings such as door hardware, interior finishes, and other related District defined items.
- At grade foundations are included in the DSA PC drawings.
- Existing electrical, communication, low voltage, water, and sewer utilities available on site are adequate to serve the new portable building.
- Portable building DSA Pre-Checked drawings are available for use and indicate utility points of connections.
- No fire water service (ie sprinklers) is required for the building.
- The existing electrical panels/system has adequate capacity to handle any additional load in this project.
- Affected electrical panels shall be load measured (72 hours minimum) by the District.
- It is assumed that all elements of the project will be constructed under one phase.

Exclusions

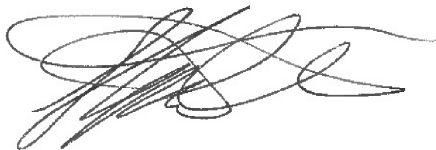
The following Exclusions are made under this proposal:

- Geotech and/or geohazard report.
- Landscape Design, Irrigation Design, Fire Protection.
- Struct Engineering and submittal review of at-grade slab and foundations.
- Photovoltaics and Battery Backup Systems.
- Construction testing & inspection.
- Commissioning.
- Underground Utility and/or Topographical Surveys.
- Hydrant flow testing fees.
- DSA review fees.
- Certification of any other uncertified projects on site.
- Path of travel improvements from the public right of way to admin and from admin up to the portable.
- Design for underground dry utilities, including gas.
- Utility coordination for new services or modification of existing service.

Should the terms and conditions of this proposal be acceptable, please provide a PYLUSD professional services contract for execution.

Sincerely,

studio+ ARCHITECTURE



Stephen Bull, AIA, LEED AP BD+C

Principal

C (714) 430-7020

steveb@wearestudioplus.com





Imagery ©2023 Google, Imagery ©2023 Airbus, CNES / Airbus, County of San Bernardino, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 50 ft

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

BID NO. 224-06, HVAC FILTER REPLACEMENT SERVICES

Background

The District advertised and received bids for HVAC filter replacement services, with PacWest Air Filter LLC. being the lowest responsive and responsible bidder. The bid will be utilized for HVAC filter replacement services completed on a quarterly basis throughout the District.

This bid contract may be extended yearly for a total period not to exceed five years, if mutually agreed upon by the contractor and the District. Consideration will be given at each renewal period for increases in prevailing wage rates and Consumer Price Index upon written request by the contractor.

This format will afford the District the benefits of both competitive bidding and added flexibility to respond to asphalt paving service needs in the timeliest manner. Projects requiring more extensive planning and engineering will be processed in the traditional bid format when possible.

Financial Impact

General Fund (0101) - Routine Restricted Maintenance NTE \$268,015 annually
Deferred Maintenance Fund (1414)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

SERVICES AGREEMENT

Bid 224-06 – HVAC Filter Replacement Services

THIS AGREEMENT, entered into this 11th day of October, 2023 in the County of Orange, of the State of California, by and between the **Placentia-Yorba Linda Unified School District**, hereinafter called the “Owner” or the “District”, and **PacWest Air Filter, LLC**, hereinafter called the “Contractor”.

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Bid 224-06 – HVAC Filter Replacement Services in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Work shall be commenced after receiving the District’s Purchase Order or contract for the services specified in this agreement. It is expressly understood that time is of the essence when completing service and maintenance as requested by the District.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner’s postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner’s notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Two Hundred Dollars (\$ 200.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Bid and Contract Documents, the sum of:

1. Filter installation costs, per service, based on site listing: **\$ 89,338.15**
2. Filter installation costs, three times per calendar year, based on site listing: **\$268,014.45**
3. Unit price for filter installation based on quantities by filter size:

SIZE	Quantity	Unit Price	Total Price
10x20x1	2	\$10.77	\$21.54
12x20x1	39	\$10.77	\$420.03
12x20x2	34	\$11.15	\$379.10
12x24x1	53	\$10.77	\$570.81
12x24x4	17	\$18.55	\$315.35
14x22x1	4	\$21.00	\$84.00
14x24x1	8	\$11.47	\$91.76
14x24x2	4	\$26.79	\$107.16
14x25x2	26	\$12.85	\$334.1
14x30x1	2	\$40.17	\$80.34
15x20x1	2	\$10.77	\$21.54
15x30 5/8x1	5	\$40.17	\$200.85
15x30x1	2	\$40.17	\$80.34
16x16x1	5	\$20.09	\$100.45
16x16x2	143	\$23.67	\$3,384.81
16x20x1	42	\$10.53	\$442.26
16x20x2	363	\$10.83	\$3,931.29
16x20x4	30	\$20.63	\$618.90
16x24x1	18	\$12.15	\$218.70
16x24x2	10	\$13.14	\$131.40
16x24x4	1	\$24.9	\$24.90
16x25x1	106	\$11.31	\$1,198.86
16x25x2	1027	\$13.20	\$13,556.40
16x25x4	1	\$14.21	\$24.21
16x30x1	33	\$40.17	\$1,325.61
16x30x2	15	\$47.22	\$708.30
18x18x2	30	\$22.53	\$675.90
18x20x1	1	\$10.68	\$10.68
18x22x1	2	\$21.00	\$42.00
18x24x1	9	\$12.15	\$109.35
18x24x2	13	\$13.59	\$176.67
18x25x1	32	\$12.15	\$388.80
18x25x2	17	\$13.98	\$237.66

18x26x1	1	\$33.75	\$33.75
18x28x2	2	\$47.33	\$94.66
20x20x1	28	\$11.24	\$314.72
20x20x2	405	\$13.20	\$5,346.00
20x24x1	2	\$12.91	\$25.82
20x24x2	78	\$15.87	\$1,233.96
20x24x4	7	\$26.73	\$187.11
20x25x1	135	\$11.77	\$1,588.95
20x25x2	503	\$15.26	\$7,675.78
20x30x1	149	\$14.97	\$2,230.53
20x30x2	218	\$20.68	\$4,508.24
20x32x1	5	\$42.01	\$210.05
20x35x2	4	\$53.58	\$214.32
20x36 1/2x1	1	\$42.01	\$42.01
22x22x1	3	\$23.32	\$69.96
22x32x1	6	\$42.01	\$252.06
22x36 1/2x1	10	\$46.74	\$467.40
22x36 1/2x2	2	\$60.23	\$120.46
24x24x1	35	\$14.12	\$494.20
24x24x2	58	\$16.50	\$957.00
24x24x4	14	\$30.85	\$431.90
24x25x1	4	\$31.85	\$127.40
25x25x1	12	\$15.06	\$180.72
25x25x2	12	\$18.62	\$223.44
26x30x1	2	\$83.79	\$167.58

said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal

action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- General Conditions
- Supplementary and Special Conditions
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Requirements, Reports and/or any other Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and all General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class C-61/ D-64 Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT: **Placentia-Yorba Linda USD**

CONTRACTOR: **PacWest Air Filter, LLC**

Gary Stine

Typed or Printed Name

Typed or Printed Name

Assistant Superintendent Administrative Services

Title

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

VAL VERDE RFQ NO. 2023-2024-02, FARM TO SCHOOL FRESH PRODC: FRUITS,
VEGETABLES, AND GREENS

Background

The Nutrition Services Department has been awarded funding for Local Foods for Schools (LFS) through the California Department of Education. LFs funding is specifically designed to increase the purchase of local foods that expand local and regional markets with an emphasis on purchasing from historically underserved producers and processors. Nutrition Services is requesting authorization to utilize the piggyback option with Val Verde Unified School District RFQ No. 2023-2024-02, awarded on July 18, 2023, to fulfill the intent of the funding. Old Grove Orange is a local co-op farmer that collaborates with other local farmers to provide fresh, organic fruits, vegetables and greens, when

Authorization to use Val Verde Unified RFQ No. 2023-2024-02 will provide the District access to high quality farm fresh produce at best pricing, and will ensure fulfillment of the grant funding for student meal programs.

Financial Impact

Cafeteria Fund (1313) \$150,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

MENU REVIEW SERVICES

Background

The Nutrition Services Department has been notified of an Administrative Review (AR) by the California Department of Education. The reviews are on a 6-year cycle, and the District's last AR was in 2017. Part of the AR process is an extensive review of menu items, nutrition compliance and gathering of pertinent documentation. My School RD provides a service that will gather all materials, review standardized recipes, evaluate nutritional compliance, and all documentation associated with the menu review portion of the AR.

Approval of an independent consultant services agreement with My School RD will provide the services required to assist with menu review and compliance for the California Department of Education Administrative Review.

Financial Impact

Cafeteria Fund (1313) NTE \$3,000

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 _____ 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
October 10, 2023**

DGS CONTRACT NO. 3-16-36-0052B, PURCHASE, LEASE, AND MAINTENANCE OF KONICA MINOLTA BRAND PRODUCTS

Background

On June 21, 2022, the Board approved utilizing the State of California Department of General Services (DGS) Procurement Division Contract No. 3-16-36-0052B for the purchase, lease and maintenance of Konica Minolta brand products. Contract No. 3-16-36-000052B is available for use through August 16, 2026.

Rio Vista Elementary School has two copiers that have reached the end of useful life. Purchasing staff requested a quote to replace the copiers at Rio Vista with new copiers of similar speed and current features. The copiers meet or exceed the existing specifications of the current site copiers and will be leased through Konica Minolta Leasing Services for 60 months.

Per the provisions of Public Contract Code sections 10299, 10298, 12100, and 20118, the school district may, without further competitive bidding, utilize contracts, master agreements, multiple award schedules, cooperative agreements, or other types of agreements established by the department for use by school districts for the acquisition of information technology, goods, and services.

Financial Impact

General Fund \$37,000
(Includes lease, annual maintenance and sales tax)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

MICROSOFT 365 A3 EDUCATION PLAN

Background

The District has approximately 6,000 computers utilizing Microsoft Windows and Office. Renewal of the Microsoft Enterprise Desktop Schools Licensing and Subscription Agreement will enable these computers to run any available version of Microsoft Windows and Office.

This agreement allows the District to update computers to current versions of Microsoft software as needed, and reduces the cost of each new computer by \$100. In addition, the licenses provide additional computer and network management tools to enhance technology support.

Financial Impact

General Fund (0101)	\$80,000
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Administrator

Gary Stine, Assistant Superintendent, Administrative Services

Amendment to Contract Documents

Enrollment Number

000-jadhir-E-163

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enrollment for Education Solutions Enrollment Term Adjustment Amendment ID EES03

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Enrollment section entitled "Enrollment Term" is hereby replaced in its entirety with the following:

This Enrollment will expire 34 full calendar months from the Enrollment Effective Date ("Custom Term") and may be terminated earlier as provided in the Agreement.

The Custom Term of the Enrollment will be executed with 10 full calendar month(s) in the first year of the Enrollment. The remainder of the Enrollment will be based on a standard License coverage period of twelve (12) full calendar months.

Upon Microsoft's acceptance of the Enrollment and this Enrollment amendment, Microsoft will invoice Institution's reseller for the number of full calendar months corresponding to the term of the first year. Prices for Licenses are based on a standard order equal to twelve (12) full calendar months of License coverage. Microsoft will decrease the amount invoiced to Institution's reseller by sixteen and sixty-seven hundredths percent (16.67%) because the term of the year is 10 full calendar months. Otherwise, Microsoft will invoice remaining annual orders for twelve (12) full calendar months of License coverage.

If the Custom Term is greater than 36 months, Institution may terminate the Enrollment at the conclusion of the 36th month without penalty by providing Microsoft with at least 30 days' written notice of its intent to terminate the Enrollment. If Institution has not timely provided such notice as of the first day of the 37th month of the Custom Term, the Enrollment shall continue in full force and effect for the remainder of the Custom Term.

Reseller acknowledgement

Name of Reseller

Printed Name

Printed Title

Date

Reseller Signature

Enrollment for Education Solutions

Effective Date

Amendment ID M23

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be January 1, 2023.



Enrollment For Education Solutions (Indirect)

Invoice for Quoted Price

Amendment ID M456

The price quoted for this order to Institution's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Institution's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Institution's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Institution is agreed between Institution and Institution's Reseller.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(EES03)EESEnrAmend(EnrollmentTermAdjustment)(WW)(ENG)(Jul2022)(IU).docx		EES03	B
(M23)EnrAmend(EffectiveDate)(WW)(ENG)(Aug2017)(IU).docx		M23	PLSS
(M456)EnrAmend(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M456	B

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

GPS TRACKING SOLUTION

Background

In June 2018, the Board approved a five-year lease agreement with Synovia Solutions, LLC (A CalAmp Company) for a comprehensive GPS system. The Synovia Solutions, LLC (A CalAmp Company) improves customer service by providing real-time GPS tracking, on-time performance reporting, and engine and emission diagnostics on District school buses.

The Transportation Department is asking the Board to consider approving an agreement with Synovia Solutions, LLC (A CalAmp Company) GPS services for one-year, effective November 1, 2023 through October 31, 2024.

Financial Impact

General Fund (0101)	\$65,000
---------------------	----------

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

Customer Legal Name: Placentia Yorba Linda Unified School District				Customer Billing Address (If different)			
Address: 1310 E Orangethorpe Ave				Address:			
City: Placentia		County: Orange		City:		County:	
State: CA		Zip Code: 92870		State:		Zip Code:	
Location Contact: Richard Jimenez		Phone: 714-985-8481		Fax:		Account Mgmt:	
Tax ID#		<input checked="" type="checkbox"/> K-12 Contractor		<input type="checkbox"/> Other Municipal		PO Number (if applicable)	
PO Number (if applicable):				PO Expiration Date:			
Amendment							
The parties agree to amend the Agreement as follows:							
(1) Extend the lease/subscription term of the Equipment for twelve (12) months period effective as November 1, 2023.							
(2) This Amendment shall not relieve Customer of any payment obligations due under the original Agreement and is without prejudice to any of Vendor's rights, powers, privileges, remedies and defenses, now existing or hereafter arising, all of which are hereby expressly reserved.							
(3)							
SOFTWARE LICENSES				EQUIPMENT LIST		QTY	
<input checked="" type="checkbox"/> Core Track & Trace		<input checked="" type="checkbox"/> Ridership		LMU: Existing 4G devices		86	
<input checked="" type="checkbox"/> Comparative Analysis		<input checked="" type="checkbox"/> Inspection					
<input checked="" type="checkbox"/> Time and Attendance		<input type="checkbox"/> ELD					
<input checked="" type="checkbox"/> Engine Diagnostics		<input type="checkbox"/> DVIR					
<input checked="" type="checkbox"/> Navigation		<input type="checkbox"/> Fuel Card					
<input checked="" type="checkbox"/> Here Comes the Bus		<input type="checkbox"/> HCTB Activities					
Installation: <input type="checkbox"/> Synovia <input type="checkbox"/> Customer							
Tax Exempt: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Attach Certificate)							
RATE AND METHOD OF PAYMENT							
Base Payment \$50.00		Number of Vehicles 86 =		\$4,300.00/month			
		Applicable Sales Tax =		TBD		<input checked="" type="checkbox"/> Monthly	
		Total Payment		\$4,300.00/month + Taxes			
PLEASE READ BEFORE SIGNING: The Equipment and Services in this Order are provided to Customer under the Subscription Agreement Terms and Conditions and this Order, collectively, the "Agreement." By signing below, Vendor and Customer acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). Customer acknowledges and agrees that the lease/subscription is non-cancelable except as provided herein. The individuals signing this Order represent that they have the authority to bind the respective Parties to the terms of this Agreement.							
AUTHORIZATION							
Placentia Yorba Linda Unified School District				Synovia Solutions, LLC (a CalAmp Company)			
Authorized Signature _____ Date _____				Authorized Signature _____ Date _____			
Gary Stine, Assistant Superintendent, CBO				Brennen Carson, Chief Revenue Officer			
Authorized Signer's Printed Name Title							

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**SETTLEMENT AGREEMENT AND GENERAL RELEASE, WHITTIER CHRISTIAN HIGH SCHOOL
TRANSPORTATION SERVICES**

Background

Whittier Christian High School provided transportation services for routes and various student activities to the District from March 2023 through June 2023. This service was not covered under the current 2023-24 transportation services Bid No. 223-14. Public Contract Code section 20111 requires a competitive bid for such services. The total amount of charges incurred and due to Whittier Christian High School is \$176,070.50.

A settlement agreement and general release are required to pay Whittier Christian High School for the transportation services provided to the District in 2022-23. Whittier Christian High School transportation services are included in Bid No. 223-14 for the 2023-24 school year.

Financial Impact

General Fund (0101)	\$176,070.50
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Administrator

Gary Stine, Assistant Superintendent, Administrative Services

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered into this 19 day of September, 2023, by and between the Placentia-Yorba Linda Unified School District, 1301 E. Orangethorpe Avenue, Placentia, California 92870 (hereinafter PYLUSD) and Whittier Christian High School, 501 N. Beach Boulevard, La Habra, California 90631 (hereinafter WCHS).

WHEREAS, PYLUSD required transportation services for various student activities;

WHEREAS, PYLUSD's Transportation Division was able to obtain such services on an as-needed basis from WCHS;

WHEREAS, WCHS provided the services required by PYLUSD in a timely and efficient manner;

WHEREAS, WCHS has invoiced PYLUSD for the services and has requested payment for the services in the amount of One Hundred Seventy-Six Thousand, Seventy Dollars and 50/100 Cents (\$176,070.50);

WHEREAS, Public Contract Code section 20111 required a competitive bid for such services;

WHEREAS, services provided from March 2023 through June 2023 are not covered under the current transportation service agreements awarded on June 20, 2023 pursuant to Bid No. 223-14; and,

WHEREAS, PYLUSD and WCHS desire to resolve this matter without undo expense.

NOW, THEREFORE, PYLUSD and WCHS hereby agree as follows:

1. The recitals as set forth above are true and correct.
2. PYLUSD and WCHS agree that PYLUSD shall pay to WCHS on or after October 10, 2023, the amount of One Hundred Seventy-Six Thousand, Seventy Dollars and 50/100 Cents (\$176,070.50) as full and final payment for all transportation services required by PYLUSD from March 2023 through June 2023. Copies of invoices detailing the services are attached hereto as Exhibit A and incorporated herein by reference.
3. In consideration of the payment of the amount as set forth in Section 2 above, WCHS, on behalf of itself, its heirs, executors, administrators, successors, assigns, employees, agents and representatives, hereby fully releases and forever discharges PYLUSD, its Governing Board and its respective officers, employees, agents and representatives, from any and all claims, demands, causes of action, obligations, damages, attorney fees, costs and liabilities of any nature whatsoever, whether or not known, suspected or claimed, foreseen or unforeseen, which WCHS has had, now has, or may claim to have had as of the date of this Settlement Agreement and General

Release against PYLUSD, or any of them, relating to the services which are the subject matter of this Settlement Agreement and General Release.

4. WCHS represents and warrants that it has made no assignments and will make no assignment of any claim, demand, right of action, or any right of any kind whatsoever, embodied in any of the subject matter referred to herein and that no other person or entity of any kind had, has or may have any interest in any of the claims, demands, causes of action, obligations, damages, attorney's fees, costs and liabilities referred to herein.

5. WCHS acknowledges that it may hereafter discover facts different from or in addition to those it now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages, attorney's fees, costs and liabilities of any nature whatsoever that are the subject of this Settlement Agreement and General Release. WCHS agrees to assume the risk of the possible discovery of additional or different facts and agrees that this Settlement Agreement and General Release shall be and remain effective in all respects regardless of such additional or different facts.

6. With regard to the settlement and releases as described above, WCHS expressly waives any rights under California Civil Code section 1542 which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

WCHS understands and acknowledges the significance and the consequence of the waiver of Section 1542 of the California Civil Code. Should WCHS eventually suffer any additional damages, WCHS will not be permitted to make any claim for those damages. WCHS acknowledges that it intends these consequences even as to claims for damages that may exist as of the date of the Settlement Agreement and General Release of which WCHS does not know exists, which, if known, would materially affect WCHS's decision to execute the Settlement Agreement and General Release regardless of whether WCHS's lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

7. PYLUSD and WCHS acknowledge that they have carefully read and fully understand all of the provisions of this Settlement Agreement and General Release and that they are voluntarily entering into this Settlement Agreement and General Release.


8. This Settlement Agreement and General Release constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, and cannot be modified except in a writing signed by all parties to this Settlement Agreement and General Release.

9. The persons who sign this Settlement Agreement and General Release hereby represent and covenant that they are fully and duly authorized to execute this Settlement Agreement and General Release.

Placentia-Yorba Linda Unified
School District

Whittier Christian High School

By: _____
Gary Stine
Assistant Superintendent, Business Services

By:  _____
Kevin Kroehler
Chief Operating Officer

Date: _____

Date: 9/19/2023 _____

EXHIBIT A

Whittier Christian High School

501 N. BEACH BLVD.
LA HABRA, CA 90631

INVOICE

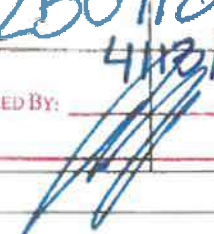
Invoice Number: 149976
Invoice Date: Mar 31, 2023
Page: 1

Voice: (562) 694-3803
Fax: (562) 697-1673

Bill To:
PLACENTIA YORBA LINDA UNIFIED SD 1301 E. ORANGETHORPE AVE PLACENTIA, CA 92870

Ship to:
PLACENTIA YORBA LINDA UNIFIED SD 1301 E. ORANGETHORPE AVE PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			3/31/23

Quantity	Item	Description	Unit Price	Amount
22.00		MONTHLY BUS SERVICE - MARCH, 2023 ROUTE T08 - RIO ELEM/KRAMER MS/MORSE ELM EXTRA HRS - 1	485.00	10,670.00 1,980.00
23.00		ROUTE T28 TYNES ELEM/VALENCIA H.S EXTRA HOURS - 1/2 HR	485.00	11,155.00 1,035.00
23.00		ROUTE 39 - WOODSBORO ELEM/MABEL PAINE IN./TRAVIS R.M EXTRA CHARGE - 2 HRS	485.00	11,155.00 4,140.00
22.50		ROUTE W92 - MABEL PAINE IN/VALENCIS H.S/ESPERANZA HS/VAN BUREN ELEM EXTRA HOURS - 2	485.00	10,912.50 4,050.00
				<p>HTS/SPED</p> <p>PYLUSD - TRANSPORTATION DEPARTMENT</p> <p>INVOICE AUTHORIZATION</p> <p>582B0719 → \$24,840.00</p> <p>582B0718 → \$30,251.50</p> <p>DATE: 4/2/23</p> <p>AUTHORIZED BY: </p>
Subtotal				55,097.50
Sales Tax				
Total Invoice Amount				55,097.50
Payment/Credit Applied				
TOTAL				55,097.50

Check/Credit Memo No:

Whittier Christian High School

501 N. BEACH BLVD.
LA HABRA, CA 90631

INVOICE

Invoice Number: 149986
Invoice Date: Mar 31, 2023
Page: 1

Voice: (562) 694-3803
Fax: (562) 697-1673



Bill To:
PLACENTIA YORBA LINDA UNIFIED SD 1301 E. ORANGETHORPE AVE PLACENTIA, CA 92870

Ship to:
PLACENTIA YORBA LINDA UNIFIED SD 1301 E. ORANGETHORPE AVE PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			3/31/23

Quantity	Item	Description	Unit Price	Amount
		BUS SERVICE FROM MELROSE ELEMENTARY TO CABRILLO BEACH MARINE MUSEUM - TUESDAY, 3/7/23 - 5.5 HRS		460.00
		<i>PYLUUSD # Trip 36766</i>		
		<i>TRIP</i>		

PYLUUSD - TRANSPORTATION DEPARTMENT
INVOICE AUTHORIZATION

P.O. # 522B0719 ACCT # _____

DATE: 4/13/23

AUTHORIZED BY:

Subtotal	460.00
Sales Tax	
Total Invoice Amount	460.00
Payment/Credit Applied	
TOTAL	460.00

Check/Credit Memo No:

Whittier Christian High School

501 N. BEACH BLVD.
LA HABRA, CA 90631

INVOICE

Invoice Number: 149981
Invoice Date: Mar 31, 2023
Page: 1

Voice: (562) 694-3803
Fax: (562) 697-1673

Bill To:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

Ship to:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			3/31/23

Quantity	Item	Description	Unit Price	Amount
		BUS SERVICE FROM YORBAL LINDA H.S. TO NORTHWOOD H.S. - THURSDAY, 3/2/23 - 2 BUSES PYLUSD # 36943		580.00

TEP ✓

PYLUSD - TRANSPORTATION DEPARTMENT
INVOICE AUTHORIZATION
P.O.# 58230719 ACCT# _____
DATE: 4/13/23
AUTHORIZED BY: [Signature]

Subtotal	580.00
Sales Tax	
Total Invoice Amount	580.00
Payment/Credit Applied	
TOTAL	580.00

Check/Credit Memo No:

Whittier Christian High School
 501 N. BEACH BLVD.
 LA HABRA, CA 90631

INVOICE

Invoice Number: 160006
 Invoice Date: Apr 30, 2023
 Page: 1

Voice: (562) 694-3803
 Fax: (562) 697-1673



Bill To:
PLACENTIA YORBA LINDA UNIFIED SD 1301 E. ORANGETHORPE AVE PLACENTIA, CA 92870

Ship to:
PLACENTIA YORBA LINDA UNIFIED SD 1301 E. ORANGETHORPE AVE PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			4/30/23

HTS

SPEO

Quantity	Item	Description	Unit Price	Amount
15.00		MONTHLY BUS SERVICE - APRIL, 2023 ROUTE T08-RIO ELEM/KRAMER MSMORSE ELM	485.00	7,275.00
15.00		EXTRA CHARGE - 1 HOUR ROUTE T28 - TYNES ELEM & VALENCIA HS	485.00	1,140.00
		EXTRA CHARGE - 1/2 HOUR		720.00
15.00		ROUTE 39 - WOODSBORO ELEM/MABEL PAINE IN/TRAVIS RM	485.00	7,275.00
15.00		EXTRA CHARGE 2 HOURS ROUTE W92-MABEL PAINE IN./VALENCIA HS/ESPERANZA HS/VAN BUREN ELEM	485.00	2,880.00
		EXTRA CHARGE 2 HOURS		2,880.00

SPEO ✓ HTS

PYLUSD - TRANSPORTATION DEPARTMENT	
INVOICE AUTHORIZATION	
P.O. #	582B0718
DATE:	582B0719
AUTHORIZED BY:	<i>[Signature]</i>

\$20,310.00
 \$16,410.00

Check/Credit Memo No:

Subtotal	36,720.00
Sales Tax	
Total Invoice Amount	36,720.00
Payment/Credit Applied	
TOTAL	36,720.00

Whittier Christian High School
 501 N. BEACH BLVD.
 LA HABRA, CA 90631

INVOICE

Invoice Number: 150014
 Invoice Date: Apr 30, 2023
 Page: 1

Voice: (562) 694-3803
 Fax: (562) 697-1673

Bill To:
 PLACENTIA YORBA LINDA UNIFIED SD
 1301 E. ORANGETHORPE AVE
 PLACENTIA, CA 92870

Ship to:
 PLACENTIA YORBA LINDA UNIFIED SD
 1301 E. ORANGETHORPE AVE
 PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			4/30/23

Quantity	Item	Description	Unit Price	Amount
		BUS SERVICE FROM TOPAZ ELEMENTRY TO SHIPLEY NATURE CTR. - WEDNESDAY 4/12/23 - 4.75 HRS		425.00
		<i>Trip # 36806</i>		

Subtotal	425.00
Sales Tax	
Total Invoice Amount	425.00
Payment/Credit Applied	
TOTAL	425.00

Check/Credit Memo No:

Whittier Christian High School
 501 N. BEACH BLVD.
 LA HABRA, CA 90631

INVOICE

Invoice Number: 160015
 Invoice Date: Apr 30, 2023
 Page: 1

Voice: (562) 694-3803
 Fax: (562) 697-1673

Bill To:
 PLACENTIA YORBA LINDA UNIFIED SD
 1301 E. ORANGETHORPE AVE
 PLACENTIA, CA 92870

Ship to:
 PLACENTIA YORBA LINDA UNIFIED SD
 1301 E. ORANGETHORPE AVE
 PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			4/30/23

Quantity	Item	Description	Unit Price	Amount
		BUS SERVICE FROM TUFFREE MIDDLE SCHOOL TO JOHN WAYNE AIRPORT - THURSDAY, 4/13/23 - ONE WAY		290.00
		<i>Trip 36796</i>		
		<i>HTS ✓</i>		
		<div style="border: 1px solid black; padding: 5px;"> <p>PYUSD - TRANSPORTATION DEPARTMENT INVOICE AUTHORIZATION P.O. # <u>582BOY34</u> ACCT # _____ DATE: _____ AUTHORIZED BY: <i>[Signature]</i></p> </div>		
		Subtotal		290.00
		Sales Tax		
		Total Invoice Amount		290.00
		Payment/Credit Applied		
		TOTAL		290.00

Check/Credit Memo No:

Whittier Christian High School
 501 N. BEACH BLVD.
 LA HABRA, CA 90631

INVOICE

Invoice Number: 150025
 Invoice Date: Apr 30, 2023
 Page: 1

Voice: (562) 694-3803
 Fax: (562) 697-1673

Bill To:
 PLACENTIA YORBA LINDA UNIFIED SD
 1301 E. ORANGETHORPE AVE
 PLACENTIA, CA 92670

Ship to:
 PLACENTIA YORBA LINDA UNIFIED SD
 1301 E. ORANGETHORPE AVE
 PLACENTIA, CA 92670

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			4/30/23

Quantity	Item	Description	Unit Price	Amount
		BUS SERVICE FROM EL DORADO HIGH SCHOOL TO SANTIAGO CANYON COLLEGE - THURSDAY, 4/20/23 - 5HRS		425.00
		<i>Trip # 36802</i>		
		<i>HITS ✓</i>		
		<div style="border: 1px solid black; padding: 5px;"> PYLUSD - TRANSPORTATION DEPARTMENT INVOICE AUTHORIZATION P.O. # <u>S82B0434</u> DATE: _____ AUTHORIZED BY: _____ </div>		
		Subtotal		425.00
		Sales Tax		
		Total Invoice Amount		425.00
		Payment/Credit Applied		
		TOTAL		425.00

Check/Credit Memo No:

Whittier Christian High School

501 N. BEACH BLVD.
LA HABRA, CA 90631

INVOICE

Invoice Number: 150031
Invoice Date: May 31, 2023
Page: 1

Voice: (562) 694-3803
Fax: (562) 697-1673

Bill To:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

Ship to:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			5/31/23

Quantity	Item	Description	Unit Price	Amount
21.00		MONTHLY BUS SERVICE - MAY, 2023 ROUTE T08 - RIO ELEM./KRAMER MS/MORSE ELEM	485.00	10,185.00
21.00		EXTRA CHARGE - 1 HOUR ROUTE T28 TYNES ELEM & VALENCIA HS	485.00	10,185.00
		EXTRA CHARGE 1/2 HOUR		1,008.00
22.00		ROUTE 39 WOODSBORO ELEM/MABEL PAINE IN/TRAVIS RM	485.00	10,670.00
22.00		EXTRA CHARGE 2 HOURS ROUTE W92 MABEL PAINE IN/VALENCIA HS/ESPERANZA HS/VAN BUREN ELEM	485.00	10,670.00
		EXTRA CHARGE 2 HOURS		4,224.00

HTS

SPED

SPED ✓ HTS ✓

PYLUSD - TRANSPORTATION DEPARTMENT
INVOICE AUTHORIZATION
P.O. # 582B0718 ACCT # _____
DATE: 582B0719
AUTHORIZED BY: [Signature]

$582B0718 = \$29,788.00$
 $582B0719 = \$23,394.00$

Subtotal	53,182.00
Sales Tax	
Total Invoice Amount	53,182.00
Payment/Credit Applied	
TOTAL	53,182.00

Check/Credit Memo No:

Whittier Christian High School

501 N. BEACH BLVD.
LA HABRA, CA 90631

INVOICE

Invoice Number: 150085

Invoice Date: Jun 30, 2023

Page: 1

Voice: (562) 694-3803

Fax: (562) 697-1673

Bill To:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

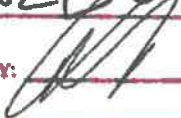
Ship to:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			6/30/23

Quantity	Item	Description	Unit Price	Amount
10.50		MONTHLY BUS SERVICE - JUNE, 2023 ROUTE T08 - RIO ELEM/KRAMER M.S./MORSE ELEM	485.00	5,092.50
10.50		EXTRA CHARGE - 1 HR ROUTE T28 - TYNES ELEM & VALENCIA H.S	485.00	5,092.50
		EXTRA CHARGE 1/2 HR		504.00
11.00		ROUTE 39 - WOODSBORO ELEM MABEL PAIN IN./TRAVIS R.M.	485.00	5,335.00
11.00		EXTRA CHARGE 2 HRS ROUTE W92 - MABEL PAINE IN./VALENCIA H.S./VAN BUREN ELEM	485.00	5,335.00
		EXTRA CHARGE 2 HRS		2,112.00

HTS

SPED

SPED/HTS
PYLUSD - TRANSPORTATION DEPARTMENT
INVOICE AUTHORIZATION
P.O. # 582B0718 ACCT #
DATE: 582B0719
AUTHORIZED BY: 

\$14,894.00
\$11,697.00

Check/Credit Memo No:

Subtotal	26,591.00
Sales Tax	
Total Invoice Amount	26,591.00
Payment/Credit Applied	
TOTAL	26,591.00

Whittier Christian High School

501 N. BEACH BLVD.
LA HABRA, CA 90831

INVOICE

Invoice Number: 150069
Invoice Date: Jun 30, 2023
Page: 1

Voice: (562) 694-3803
Fax: (562) 697-1673

Bill To:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

Ship to:
PLACENTIA YORBA LINDA UNIFIED SD
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870

Customer ID	Customer PO	Payment Terms	
TRPLCENTIAYORBA	TRANSPORTATION	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			6/30/23

Quantity	Item	Description	Unit Price	Amount
		BUS ERVICE FROM TUFFREE M.S. TO KNOTT'S BERRY FARM - FRIDAY, 6/2/23 - 4 BUSES - 8.5 HRS		2,300.00
<p>✓ Trip # 36821 (AH)</p>				

PYLUSD - TRANSPORTATION DEPARTMENT
INVOICE AUTHORIZATION

P.O. # S82B0434 ACCT # 74323

DATE: _____

AUTHORIZED BY: _____

Subtotal	2,300.00
Sales Tax	
Total Invoice Amount	2,300.00
Payment/Credit Applied	
TOTAL	2,300.00

Check/Credit Memo No.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**ADOPT THE INSTRUCTIONAL MATERIALS RESOLUTION NO. 23-05 FOR THE 2023-24
SCHOOL YEAR**

Background

In order to receive funding for the Pupil Textbook and Instructional Materials Incentive Program under Education Code Section 60252, annual Board action is required. When instructional materials are purchased from any state source in which the Superintendent of Public Instruction determines that the base revenue limit per average daily attendance (ADA) for school districts will increase by at least one percent from the prior year, the governing board must hold a public hearing to make the determination that each pupil of the district has available textbooks and instructional materials. Furthermore, the district textbooks adopted in each subject area must be consistent with the state content standards and curriculum frameworks adopted by the State Board of Education.

Each district must hold a public hearing annually, pursuant to Education Code 60119, in order to access funds for the purchase of textbooks and instructional materials. The Placentia-Yorba Linda Unified School District has adopted textbooks in subject areas that are consistent with the state content standards (Education Code 60605) and established textbook adoption cycle. Additionally, each pupil has or will have the appropriate textbooks and instructional materials as required by law. Therefore, in accordance with the Pupil Textbook and Instructional Materials Incentive Program, the Placentia-Yorba Linda Unified School District is in compliance with the legal requirements for the 2023-24 fiscal year.

Financial Impact

Not Applicable

Administrator

Dr. Oliva Yaung, Assistant Superintendent of Educational Services

RESOLUTION OF THE _____ SCHOOL DISTRICT GOVERNING

BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS

AND INSTRUCTIONAL MATERIALS FOR 2023-24

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing was held on _____, at _____ o'clock, which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2023-24 school year, the _____ School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2023-24 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a world language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by the _____ at a regular meeting of the said board held at _____, California on the _____ day of _____, 2023.

ATTEST:

, President

, Secretary

Resolution #

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**MARK BURNETT (DBA) DJ B DIAMOND MUSIC SERVICES FOR ADULT TRANSITION
FALL HARVEST DANCE AT VENTURE ACADEMY**

Background

Venture Academy, which supports the Adult Transition Program in PYLUSD, is responsible for addressing social skills and appropriate leisure activities as part of students' IEPs. Last Spring Venture Academy held its first Spring Dance since COVID. Venture Academy was approved to contract with DB J Diamond Music Services to provide a DJ for the dance. This company provided appropriate DJ services for our young adults. This company has also supported dances at Yorba Linda Middle School. We are requesting School Board approval for DB J Diamond Music Services to participate in our November 3, 2023, Harvest Dance to be held in the Courtyard of George Key School from 5-7 p.m. The DJ is a young woman with Down Syndrome, so this is especially inspiring to our young adult students.

Financial Impact

Gift Funds, NTE: \$390

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Renee Gray, Executive Director of Special Education
Rebecca Allan, Principal

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

THIS AGREEMENT is made and entered into this 30 day of August, 2023, by and between _____

Mark Burnett, 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)

DJ music services

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on November 3rd, and will diligently perform as required and complete performance by November 3rd. 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 \$ 390.00 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: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: 

Phone #: n/a 949-275-1532

Fax #: _____

Date: 8/30/2023

Social Security/Tax ID 556-49-5012

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 NMB.

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 NMB.

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 NMB.

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 NMB.
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
October 10, 2023**

**RATIFY THE INDEPENDENT CONTRACTOR AGREEMENT WITH MAXIM HEALTH STAFFING PROVIDER OF
SPECIAL EDUCATION SERVICES**

Background

Each year we develop contracts through Independent Contract Agreements with vendors used by multiple sites in order to provide the required IEP services unable to be provided by the district.

Note: This vendor has begun providing PYLUSD with aides beginning 9/21/23, therefore a ratification of this Master Service Agreement is needed

Currently, special education providers, particularly special education instructional aides, are difficult to fill positions in California. As a result, we are experiencing challenges in filling these positions. To provide necessary services for our students with special needs as well as meet our legal obligations under IDEA, we need to utilize outside contractors to cover the required special education services.

Financial Impact

Budgeted Special Education Funds, NTE: \$10,500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Renee Gray, Executive Director, Special Education and SELPA

RATIFY THE INDEPENDENT CONTRACTOR AGREEMENT WITH MAXIM HEALTH STAFFING PROVIDER OF SPECIAL EDUCATION SERVICES

Background

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Financial Impact

Budgeted Special Education Funds, NTE: \$10,500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Renee Gray, Executive Director, Special Education and SELPA

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2023-2024

*Maxim Healthcare Staffing
500 S Main Street #400
Orange, CA 92868*

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2023-2024

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_, 2023, between the ___Placentia Yorba Linda Unified School___ District (hereinafter referred to as “District” or local educational agency “LEA”) and ___New Vista 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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024 (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, 2024.

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 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Maxim Healthcare Staffing

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: 2023-2024 RATES

CONTRACTOR	Maxim Healthcare Staffing	CONTRACTOR NUMBER		2023-2024
(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:

Payment under this contract may not exceed	
Total LEA enrollment may not exceed	

Rate _____
Period _____

Service	Rate per Hour
LVN	\$59.40
RN	\$75
Credentialed RN	\$90
C.N.A./Health Aide/MA	\$36
COVID Support Health Tech	\$42
EMT/Paramedic	\$45
In-Person Contact Tracer	\$40
Remote Contact Tracer	\$35
BCBA	\$115
OT/PT	\$100
SLP – In Person	\$108
SLP- Remote	\$100
SLPA/COTA	\$70
School Psychologist	\$100
School Counselor	\$65
LCSW/LMFT	\$86.40
ACSW/AMFT	\$70
SPED Teacher	\$81
APE Teacher	\$70
TVI Teacher	\$70
Para Educator/Instructional Aide	\$36

Behavioral Aide/Behavioral Tech	\$50
Behavioral Aide ASL	\$55
Instructional Aide ASL/Bilingual	\$43.20
Para Educators-ASL/Bilingual	\$43.20

*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](#)

SELPA Director/Special Education Director
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
rgray@pylud.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Gabriela Fernandez](#)

Department Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
gfernandez@pylud.org

AND

Maria Luna Madrigal
Special Education Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8660
mluna@pylud.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@pylud.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 2023-2024 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.

INDEPENDENT CONTRACTOR AGREEMENT WITH MAXIM HEALTH STAFFING PROVIDER OF SPECIAL EDUCATION AND CHILDCARE SERVICES DURING THE 2023-24 SCHOOL YEAR

Background

Each year, we develop contracts through independent contractor agreements with vendors used by multiple sites in order to provide the required IEP services unable to be provided by the district. Additionally, the early learning department is experiencing childcare staff shortages and is in need of independent contracting services. This agreement is for October 11, 2023-June 30, 2024.

Currently, special education instructional aides and childcare staff are considered difficult to fill positions in California. As a result, we are experiencing challenges in filling these positions. To provide IEP services and meet our legal obligations for our students with special needs as well as fill the open positions for those serving students in childcare and meet the required staffing ratios, we need to utilize outside contractors to cover the required aforementioned services.

Financial Impact

Budgeted Special Education Funds, NTE: \$400,000

Budgeted ELOP Funds, NTE: \$325,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Renee Gray, Executive Director, Special Education and SELPA

Dr. George Lopez Ed.D, Director, Expanded Learning

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2023-2024

*Maxim Healthcare Staffing
500 S Main Street #400
Orange, CA 92868*

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2023-2024

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_, 2023, between the ___Placentia Yorba Linda Unified School___ District (hereinafter referred to as “District” or local educational agency “LEA”) and ___New Vista 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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024 (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, 2024.

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 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Maxim Healthcare Staffing

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: 2023-2024 RATES

CONTRACTOR Maxim Healthcare Staffing	CONTRACTOR NUMBER	2023-2024
(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:

Payment under this contract may not exceed	
Total LEA enrollment may not exceed	

Rate _____
Period _____

Service	Rate per Hour
LVN	\$59.40
RN	\$75
Credentialed RN	\$90
C.N.A./Health Aide/MA	\$36
COVID Support Health Tech	\$42
EMT/Paramedic	\$45
In-Person Contact Tracer	\$40
Remote Contact Tracer	\$35
BCBA	\$115
OT/PT	\$100
SLP – In Person	\$108
SLP- Remote	\$100
SLPA/COTA	\$70
School Psychologist	\$100
School Counselor	\$65
LCSW/LMFT	\$86.40
ACSW/AMFT	\$70
SPED Teacher	\$81
APE Teacher	\$70
TVI Teacher	\$70
Para Educator/Instructional Aide	\$36

Behavioral Aide/Behavioral Tech	\$50
Behavioral Aide ASL	\$55
Instructional Aide ASL/Bilingual	\$43.20
Para Educators-ASL/Bilingual	\$43.20

*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](#)

SELPA Director/Special Education Director
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
rgray@pylud.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Gabriela Fernandez](#)

Department Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
gfernandez@pylud.org

AND

Maria Luna Madrigal
Special Education Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8660
mluna@pylud.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@pylud.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 2023-2024 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
October 10, 2023**

**AGREEMENT WITH PONZURIC LEARNING SOLUTIONS FOR LEADERSHIP TEAM
TRAINING TO ASSIST THE SCHOOL DISTRICT IN BEST PRACTICES RELATED TO
EVALUATION OF STUDENTS REFERRED TO SPECIAL EDUCATION DURING THE 2023-
24 SCHOOL YEAR**

Background

To assist the school district in best practices related to the evaluation of students referred for special education consideration. Jenny Ponzuric will work collaboratively with the special education leadership team and special education support providers to create and deliver support through training and remote consultation.

Training Focus

- Dyslexia: Assessment and Intervention
 - Learning objectives:
 - How to assess for dyslexia
 - How to explain assessment results in a meaningful way to parents and general education teachers
 - How to discuss dyslexia in the psychoeducational report and verbally at the meeting
 - How to use the assessment results to make data-informed decisions about interventions and supports in the general education and special education settings

Financial Impact

Budgeted Special Education Funds, NTE: \$3,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Renee Gray, Executive Director, Special Education and SELPA

**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
October 10, 2023**

**RATIFY THE MASTER CONTRACT WITH CREATIVE BEHAVIOR INTERVENTIONS PROVIDER OF
SPECIAL EDUCATION SERVICES**

Background

Each year, we develop master contracts with vendors used by multiple sites in order to provide the required IEP services unable to be provided by the district.

Note: This vendor provided in-home behavioral and instructional services during the special education ESY (extended school year). The invoice for this was received September 2023; therefore, a ratification of this master service agreement is needed.

Currently, special education providers, particularly special education in-home behavioral and instructional service providers, are difficult to fill positions in California. As a result, we are experiencing challenges in filling these positions. To provide necessary services for our students with special needs as well as meet our legal obligations under IDEA, we need to utilize outside contractors to cover the required special education services.

Financial Impact

Budgeted Special Education Funds, NTE: \$10,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Renee Gray, Executive Director, Special Education and SELPA

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2023-2024

*Creative Behavior Interventions, Inc.
3002 Dow Avenue, Suite 122
Tustin, CA 92780*

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2023-2024

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_, 2023, between the ___Placentia Yorba Linda Unified School___ District (hereinafter referred to as “District” or local educational agency “LEA”) and ___New Vista 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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024 (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, 2024.

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: 2023-2024 RATES

CONTRACTOR	Creative Behavior Interventions, Inc.	CONTRACTOR NUMBER		2023-2024
(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:

Payment under this contract may not exceed				
Total LEA enrollment may not exceed				
			Rate	Period
			_____	_____
			_____	_____

*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](#)

SELPA Director/Special Education Director
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
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:

[Gabriela Fernandez](#)

Department Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
gfernandez@pylUSD.org

AND

Maria Luna Madrigal
Special Education Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8660
mluna@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 2023-2024 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
October 10, 2023**

MASTER CONTRACT WITH CREATIVE BEHAVIOR INTERVENTIONS PROVIDER OF SPECIAL EDUCATION SERVICES

Background

Each year we develop contracts through with vendors used by multiple sites in order to provide the required IEP services unable to be provided by the district. This agreement is for October 11, 2023 – June 30, 2024.

Currently, special education providers, particularly special education in-home behavioral and instructional service providers, are difficult to fill positions in California. As a result, we are experiencing challenges in filling these positions. To provide necessary services for our students with special needs as well as meet our legal obligations under IDEA, we need to utilize outside contractors to cover the required special education services.

Financial Impact

Budgeted Special Education Funds, NTE: \$50,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Renee Gray, Executive Director, Special Education and SELPA

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2023-2024

*Creative Behavior Interventions, Inc.
3002 Dow Avenue, Suite 122
Tustin, CA 92780*

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2023-2024

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_, 2023, between the _____Placentia Yorba Linda Unified School_____District (hereinafter referred to as “District” or local educational agency “LEA”) and ___New Vista 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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024 (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, 2024.

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 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Creative Behavior Interventions, Inc.

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: 2023-2024 RATES

CONTRACTOR	Creative Behavior Interventions, Inc.	CONTRACTOR NUMBER		2023-2024
(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:

Payment under this contract may not exceed				
Total LEA enrollment may not exceed				
			Rate	Period
			_____	_____
			_____	_____

*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](#)

SELPA Director/Special Education Director
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
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:

[Gabriela Fernandez](#)

Department Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8669
gfernandez@pylUSD.org

AND

Maria Luna Madrigal
Special Education Secretary
1301 E Orangethorpe Ave. Placentia, CA 92870
714-985-8660
mluna@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 2023-2024 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
October 10, 2023**

APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH BRIGHT ARTISTS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAMS (ASES) AT MELROSE, RIO VISTA, RUBY DRIVE, TOPAZ AND TYNES ELEMENTARY SCHOOLS DURING THE 2023-24 SCHOOL YEAR

Background

This agreement establishes the intention of Bright Artists to work together with the Placentia-Yorba Linda Unified School District to provide art instruction for after-school students at Melrose, Rio Vista, Ruby Drive, Topaz, and Tynes elementary schools during the 2023-24 school year. Bright Artists will provide the necessary supplies and equipment to conduct weekly classes at each site for a total of 18 weeks. Bright Artists and PYL have been partners since 2016.

Financial Impact

ASES Funding, NTE: \$12,375

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Director of Expanded Learning

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

THIS AGREEMENT is made and entered into this 10th day of October, 2023, by and between Bright Artist, 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)

Art Instruction for students participating in the ASES program at Melrose, Rio Vista, Ruby Drive, Topaz and Tynes

2. The Consultant/Contractor will commence providing services under this AGREEMENT on 10/23/23, and will diligently perform as required and complete performance by 4/26/2024. 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 \$12,375.00 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: Bright Artists
 Is individual retired from Cal STRS: Yes ___ No
 from CalPERS: Yes ___ No If yes, date retired: _____
 Signature: [Signature]
 Phone #: (714) 883-1954
 Fax #: _____
 Date: 9/19/23
 Social Security/Tax ID: 90-0980632

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, 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 JK.

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 JK.

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 JK.

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 JK.
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.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN STAGELIGHT PERFORMING ARTS AND EXPANDED LEARNING

Background

This agreement establishes the intention of Stagelight Performing Arts to work together with the Placentia-Yorba Linda Unified School District to provide after-school acting, music, and dance program with expanded learning.

Over the course of ten weeks, Stagelight Performing Arts classes will allow students to engage in various acting, music, and dance exercises. At the conclusion of the 10-week program, a one-act show will be held for parents and families to attend. Their staff is well-trained and accompanied by our child development teacher. We request permission to continue adding value to our programs by providing activities that catch the interest of PYLUSD students during the 2023-24 school year.

Financial Impact

Budgeted ELO-P Funds, NTE: \$10,600

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services
Dr. George Lopez, Director of Expanded Learning

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between Stagelight Performing Arts, 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)

10 On-campus after school Drama & Musical Theatre Classes

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on , Oct. 11, 2023 , and will diligently perform as required and complete performance by, Jan. 12, 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 \$ 10,600.00 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: Stagelight Performing Arts

Is individual retired from Cal STRS: Yes _____ No X

from CalPERS: Yes _____ No X If yes, date retired: _____

Signature: _____ Digitally signed by Alyssa Gramer
Date: 2023.08.07 16:02:07 -0700

Phone #: 7143368745

Fax #: _____

Date: 8/7/2023

Social Security/Tax ID 46-2418212

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 AG.

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 AG.

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 AG.

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 AG.
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, including, but not limited to, Government Code Section 12940, et seq.



QUOTE 2

2657 Saturn Street
Brea, CA
92821

Quote

August 7, 2023

Quote to

PYLUSD
1301 E. Orangethorpe
Placentia, CA
92870

Bidding Organization

Stagelight Performing Arts
2657 Saturn Street
Brea, CA
92821

Description	Qty	Unit price	Total price
On-Campus After School Drama & Musical Theatre Classes for TK/K: 1/2 hour each	10	\$200.00	\$2,000.00
On-Campus After School Drama & Musical Theatre Classes: 1 hour each for grades 1-3, one hour each for grades 4-6	20	\$400.00	\$8,000.00
On-Campus After School Drama & Musical Theatre Performance: 1 hour at the conclusion of the 10-week program, parents/families invited to attend	1	\$500.00	\$500.00
Materials Fee (scripts, props, set pieces, etc.)	1	\$100.00	\$100.00
		Subtotal	\$10,600.00

\$10,600.00




SAGELIGHT PERFORMING ARTS

presents


ON-CAMPUS DRAMA & MUSICAL THEATRE CLASSES

Bravo! Bravo! Encore!



Watch your scholars shine as they take the stage during Drama & Musical Theatre Classes--held right on your school campuses!


Over the course of 10 weeks, students in your after school program will engage in various Acting, Music, and Dance exercises, ultimately creating and performing a thematic, One-Act show.



While earning that applause and final bow is special, the real enrichment happens throughout the course of the 10-week program as students develop communication skills, empathy, creativity, and leadership.

It's where the magic of working as an ensemble truly happens.

We are honored to be a part of your scholars' education and look forward to working with you during the 2023/24 school year.



Please take a look at the attached Quote for our pilot program at one school site which covers a 1 half-hour TK/K class and two 1-hour upper-grade classes, likely split grades 1-3 and 4-6.

Our Quote can be revised and scaled according to your school sites' needs; we are available to expand and accommodate up to 3 schools concurrently during the 2023/24 school year.



We are happy to discuss further details and look forward to bringing our Drama & Musical Theatre Classes to your school campuses!

Questions? Please contact: alyssa.gramer@gmail.com

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**INDEPENDENT CONTRACTOR AGREEMENT WITH TONY PALERMO'S RUYASONIC FOR
FAIRMONT ELEMENTARY 4-6 GRADE GATE AND HIGH-ACHIEVING STUDENTS**

Background

Join us for a rip-roaring adventure with Tony Palermo, a sonic showman who uses voice, music, and sound effects to create worlds before your very ears. An award-winning radio drama artist and educator, Tony worked for the United Nations, public radio, audiobooks, theaters, museums, schools, and colleges across the world. Tony will conduct a workshop experience for our classes. Assemblies will be held on Tuesday, October 24. We will run three 75-minute assemblies so each grade level will have more hands-on experiences. This assembly is for our 4th-, 5th-, and 6th-grade GATE and high-achieving students. Then, Tony Palermo will provide an evening performance for our families in the MPR at Bryant Ranch School.

In the months following the assemblies, students will be creating their own shows, then performing them in February. They will create either a western, fantasy, or mystery utilizing the skills taught in our academies and assembly with Tony Palermo. In addition, sound effects will be incorporated to further enhance their performances.

Financial Impact

Budgeted gift or site funds, NTE: \$1,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services
Dr. Liz Leon, Director of Elementary Education

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

THIS AGREEMENT is made and entered into this 10th day of October, 2023, by and between Anthony Palermo, 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)
(3) "Captain Radio" Workshop assemblies on October 24, 2023 for Fairmont 4th, 5th, and 6th Grade GATE classes

2. The Consultant/Contractor will commence providing services under this AGREEMENT on October 24, 2023 and will diligently perform as required and complete performance by October 24, 2023. 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 \$ 1,100.00 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: Anthony E. Palermo
 Is individual retired from Cal STRS: Yes No
 from CalPERS: Yes No If yes, date retired: _____
 Signature: 
 Phone #: (323) 804-8432
 Fax #: _____
 Date: 9/13/2023
 Social Security/Tax ID: 56-2649345
 (PIN)

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, 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 AP.

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 AP.

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 AP.

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 AP.
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
October 10, 2023**

**SCHOOL FIELD TRIP CONTRACT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON (CSUF)
TITAN BOWL AND BILLIARDS FOR ELEMENTARY FIFTH AND SIXTH GRADES**

Background

The fifth- and sixth-grade students at multiple elementary schools will have their end-of-elementary-school events at California State University of Fullerton (CSUF) Titan Bowl and Billiards. Teachers and volunteers will accompany up to seventy-seven students at each school, with a ratio of one adult for every twelve students. The purpose of the trip is to celebrate the conclusion of elementary school as the students prepare for middle school. Transportation will be district-approved buses. The teachers will review expectations for behavior before and during the trip to CSUF. To participate in this program, a school field trip contract with Titan Student Union CSUF must be approved and signed to participate in a one-day, school-sponsored field trip in May and June 2024.

Financial Impact

Budgeted gift or site funds, NTE: \$2,800 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services
Dr. Liz Leon, Director of Elementary Education



Titan Student Union
 University Conference Center, CSUF
 P.O. Box 6828 / 800 N. State College Blvd.
 Fullerton CA 92834-6828
 ucc.fullerton.edu
 (657) 278-5867

Facility Use Agreement

Client	Reservation: 109834
Jennifer Park Off-Campus SCHOOLS (Titan Bowl & Billiards) Titan Bowl & Billiards	Event Name: Mabel Paine 5th Grade Grad Party Status: Confirmed Phone: (714) 457-5147 Email Address: jpokey14@gmail.com Event Type: TBB-Schools Event Coordinator: Aaron Chai

Bookings / Details	Quantity	Price	Amount
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ACCESS / SETUP TIME

Access time to setup will promptly start at 8am.

FACILITY USE AGREEMENT (Due Date: 7/17/2023 Completed On: 7/10/2023)

Signed copy of facility use agreement for the tentative reservation due to UCC by 5:00 P.M. on this date in order to confirm reservation.

DEPOSIT DUE (Due Date: 11/17/2023)

Payment of deposit (25% of charges) must be submitted to the UCC by 2:00 P.M. on this date in order to confirm reservation of space(s). This deposit is non-refundable and non-transferable. Deposit = \$489.81

CATERING DETAILS (Due Date: 5/10/2024)

Final catering details, including service provider and service type, must be finalized and disclosed to UCC by this date.

INSURANCE/WORKERS COMP CERT (Due Date: 5/10/2024)

Certificate of liability insurance meeting all requirements, per TSU Operating Policy, a separate, linked endorsement for that certificate, and proof of workers' compensation insurance, all insuring the client and all vendors, exhibitors, and concessionaires associated with the event is due to UCC Event Planner by this date.

EVENT DAY AGENDA (Due Date: 5/10/2024)

Detailed schedule of event activities due to the UCC by this date, to include arrival times, program start times, departure times of guests, hosts, and service providers.

PAYMENT DATE - Off Campus (Due Date: 5/27/2024)

Final payment must be submitted to the UCC by 2:00 P.M. on this date. No changes to the reservation allowed after this date.

Monday, June 10, 2024

9:00 AM - 1:00 PM Mabel Paine 5th Grade Grad Party (Confirmed) Titan Billiards1-12 (Rec Area)

STANDARD for 100

Bowl & Billiards:

Titan Bowl & Billiards Rental Fee 1500-6801(4 hours @ \$95.75/hr)	1	\$383.00	\$383.00
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9:00 AM - 1:00 PM Mabel Paine 5th Grade Grad Party (Confirmed) Titan Bowl 1-8 (Rec Area)

STANDARD for 100

Bowl & Billiards:

Titan Bowl & Billiards Rental Fee 1500-6801(4 hours @ \$100.00/hr)	1	\$400.00	\$400.00
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Shoe Rental Fee 1500-6801	1	\$120.00	\$120.00
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Facility Fee1500-6801	1	\$120.00	\$120.00
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TBB Attendant 1500-6035(6 hours @ \$16.00/hr)	1	\$96.00	\$96.00
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Attendant for 8am access time.

TBB Attendant 1500-6035(5 hours @ \$16.00/hr)	2	\$80.00	\$160.00
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Bookings / Details	Quantity	Price	Amount
9:00 AM - 1:00 PM Mabel Paine 5th Grade Grad Party (Confirmed) Titan Foosball (Rec Area)			
Bowl & Billiards:			
Foosball 1500-6801(4 hours @ \$6.50/hr)	1	\$26.00	\$26.00
9:00 AM - 1:00 PM Mabel Paine 5th Grade Grad Party (Confirmed) Titan Shuffleboard (Rec Area)			
Bowl & Billiards:			
Shuffleboard 1500-6801(5 hours @ \$8.25/hr)	1	\$41.25	\$41.25
9:00 AM - 1:00 PM Mabel Paine 5th Grade Grad Party (Confirmed) Titan Table Tennis (Rec Area)			
STANDARD for 100			
Bowl & Billiards:			
Table Tennis 1500-6801(4 hours @ \$3.25/hr)	1	\$13.00	\$13.00
9:00 AM - 1:00 PM Mabel Paine 5th Grade Grad Party (Confirmed) Titan Bowl Arcade (Rec Area)			
Bowl & Billiards:			
Arcade 1000-2211	1	\$375.00	\$375.00
<i>current as of 1/10/2023: air hockey, Ms. Pacman/Galaga, Dance Dance Revolution 2, Terminator, House of the Dead 2, Marvel vs. Capcom, Streetfighter 3, Streetfighter 4, Cruisin' World, Metal Slug, Strikers 1945.</i>			
Arcade 1500-6215	1	\$225.00	\$225.00
<i>current as of 1/10/2023: air hockey, Ms. Pacman/Galaga, Dance Dance Revolution 2, Terminator, House of the Dead 2, Marvel vs. Capcom, Streetfighter 3, Streetfighter 4, Cruisin' World, Metal Slug, Strikers 1945.</i>			
Bowl & Billiards			\$1,959.25
Subtotal			\$1,959.25
Grand Total			\$1,959.25

University Conference Center
Titan Student Union

FACILITY USE AGREEMENT

Agreement Statement - This Facility Use Agreement is issued in accordance with the policies of The University Conference Center, an operation of the CSUF Titan Student Union; the policies thereof can be viewed at <https://asi.fullerton.edu> Issuance of this agreement and a facility request does not constitute a confirmed reservation. Use of facilities cannot be confirmed until this agreement has been signed and received by the University Conference Center and any required deposit has been paid. Facility Use Agreements may not be transferred, assigned, or sublet.

Agreement Modifications - Any modifications to this agreement must include a written addendum initiated by the University Conference Center and must be attached to this agreement.

Responsible Party(s)/Event Coordination Deadline - The person(s) who completes and signs the Facility Use Agreement shall be the responsible party. This person will be responsible for coordination of all event details with the University Conference Center and agrees to complete this coordination no later than three weeks prior to the event date. This person(s) must be the host and in attendance throughout the reserved event. This representative shall take all reasonable actions to assure event safety, to prevent damage to the facility and equipment, and to see that these conditions and other policies and regulations, outlined in this agreement are met.

Estimated Fees - Estimated fees are based on specific facilities requested by the user in conjunction with information provided by the user for required access and event times, the number of event participants, type of activity, audio-visual service requirements, and other event information. Special features of an event may involve additional fees.

Rental Deposit - A rental deposit is based on 25 percent of the facility rental and must be received by the due date designated in the reminders section of this FUA.

Payment of Final Fees - Payment of balance of fees is due ten business days prior to event date.

Cleaning and Damage Deposits - Some events may require refundable cleaning and/or damage deposits. These deposits will be due with payment of final fees. These deposits are refundable, when facilities used are free from damage or extra-ordinary cleaning requirements.

Cancellation by User - In the event of cancellation by the user, rental deposits for facilities are non-refundable and non-transferable. Cancellations must be received ten business days prior to the event date.

Liability - The user agrees to indemnify and hold harmless the Titan Student Union, the Associated Students Inc., California State University, Fullerton; California State University, Fullerton; the State of California; Trustees of the California State University; and all their several departments, boards and commissions, and their several officers, employees, and agents for any liability or claim or action for damages resulting from or in any way arising out of the use of the facility or equipment. The user agrees to abide and enforce the rules, regulations, and policies governing the facility as set forth by the Titan Student Union and California State University, Fullerton. User accepts all responsibility for any damages to premises, equipment, or grounds resulting from use of the facility, including responsibility for all sub-contractors and invited entities.

Insurance - Depending on the nature and scope of the facility use, the user may be required to furnish a certificate of insurance naming "The Associated Students Inc., California State University, Fullerton; The State of California; The Trustees of the California State University; California State University, Fullerton, and all of their several officers, directors, agents, employees and volunteers," and/or various university entities as additionally insured. Proof of Workers Compensation insurance may also be required. Required certificates must be received by the University Conference Center 30 days/one month prior to event date.

Food and Beverage Service - Caterers must be pre-approved and meet all safety, health, and insurance requirements as determined by CSUF Environmental Health and Safety and the University Conference Center. Self-catering, a term referring to events with food served by someone other than an established, pre-approved caterer, is only available to student organizations and campus clients; additional terms apply and can be found in the Titan Student Union Operating Policies.

Alcoholic Beverage Service - Alcoholic beverage service must be provided by OC Choice Catering. The CSUF University Police Department has the right to require police at events when alcoholic beverages are served. The cost of such services shall be paid by the user.

Security/Police - The University Conference Center staff and/or CSUF University Police Department shall solely determine and control security arrangements including, but not limited to, type and number of security personnel and placement and use of security personnel. The cost of such services shall be paid by the user.

Facilities - Users of the facilities shall observe all applicable Titan Student Union, Associated Students Inc., California State University, Fullerton and CSUF policies, as well as all local, state, and federal laws, statutes, and ordinances.

The user shall only have the use of the facilities contracted for herein and only for the purposes stated on the reservation request.

User shall not make any alterations to the facility, building systems, or equipment. At the end of the event, the facility shall be left in a clean, safe condition. The user shall remove from the facility all property and materials belonging to the user.

Access and Event Times - Facility access and use must be within the allotted reservation time. Reservation times must include individual/organization event preparation, decorating, and or rehearsal time, as well as time after the event to remove decorations, user equipment, and other items.

Equipment - All University Conference Center physical and audio-visual equipment will be set-up by facility staff. Physical equipment must be in place prior to user access. Titan Student Union staff may be required to operate equipment. Charges for staff are borne by the user.

The user will be responsible for all University Conference Center owned equipment and will be held liable for the equipment if lost, stolen, damaged, or misplaced.

Internet Access - Internet access provided by the Titan Student Union is for use free of charge by students and guests.

Bookings / Details**Quantity****Price****Amount**

Access is provided on an "as is" and "as available" basis and the Titan Student Union does not warrant that this service will be uninterrupted, error-free, or free of viruses or other harmful components. Users should be aware that there are security, privacy, and confidentiality risks inherent in internet communications and technology.

User assumes all risk, including any and all risk of injury, harm, monetary and/or financial loss, and/or all claims arising directly or indirectly from the use of internet access. In addition users assume all risk of interruption, disturbance, security, or other difficulties in maintaining contact through the internet. Users also accept the risk of any damage to user's computers, peripherals, and/or programs as a direct or indirect result of accessing the internet.

Cash Handling - Cash handling, including transactions of any amount in legal, physical tender or checks for events is restricted to the Titan Student Union Ticket Office or the Information & Services desk. Cash transactions for events, including ticket sales, donations and for fundraising purposes are prohibited in every other area of the Titan Student Union. Use of the Ticket Office requires reservation and must be coordinated with the University Conference Center.

Special Equipment - Fog/smoke machines or other equipment which may activate fire alarms are prohibited in the facility.

Users intending to bring in any equipment that requires access to facility water, high voltage electrical, satellite signals, or such systems must receive advance, written authorization from the University Conference Center.

The University Conference Center assumes no responsibility for equipment used at events supplied by the user or another party. Titan Student Union reserves the right to approve equipment and equipment providers.

Post Agreement Requests - The University Conference Center will attempt to comply with post-agreement requests, but cannot guarantee same. Should the user request any additional facilities, equipment, or services, the user will pay the University Conference Center for same at the appropriate rate; administrative fees may apply.

Decorations/Signage - Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tacks, nails, other such materials, and signage. Decorations must be fire-retardant. Facility users should consult with the Event Planner for a full overview of allowable decoration/signage items and to appropriately accommodate users' needs. Decorations/signage which cause damage or additional cleaning requirements to the facility, will result in additional charges to the user.

All decorations and all outdoor and indoor directional signage must be removed by the user immediately following the event.

Publicity - The University Conference Center at the Titan Student Union, CSUF reserves the right to approve in advance all forms of advertising or publicity for any activity held in its facilities. When its name is used in conjunction with publicity, inclusion of non-endorsement statement may be required. The University Conference Center will furnish user with such a statement.

Posting - Posting of any materials on the CSUF campus must be approved and stamped in advance by the Office of Student Life and Leadership.

User Property - The University Conference Center does not insure the personal property of user, user's employees, agents, guests, and others allowed at the facility by user against damage or loss by any means.

Access to Events - The University Conference Center staff shall have the right to access and enter the facility for any reasonable purpose during the reservation time. User shall follow all reasonable directives from facility staff.

Reassignment of Facilities - Should a facility become unavailable due to an emergency, the University Conference Center reserves the right to reassign user to another facility.

Outdoor Venues - Outdoor facilities are reserved at the discretion of the user; the University Conference Center does not provide alternate indoor facilities in case of inclement weather.

Termination/Cancellation - Permission to use University Conference Center facilities is granted subject to observance of regulations; the University Conference Center may revoke this agreement effective immediately upon failure to timely comply with any pre-event requirement, for any violation of use conditions or regulations, or at any time for misrepresentation. The University Conference Center may terminate any part of this agreement without notice in the

Bookings / Details**Quantity****Price****Amount**

event of an emergency situation which, in the opinion of the University Conference Center, would make performance unfeasible.

Vehicle Parking/Unloading - Facility users and guests must abide by all University parking/traffic requirements, including but not limited to passenger and equipment loading/unloading regulations, observance of authorized parking locations, payment of required fees, and display of vehicle parking permits.

Payment of citations which result from parking/traffic violations are the sole responsibility of the facility user and their guests.

Smoking - The Titan Student Union is a non-smoking building. California State University, Fullerton prohibits smoking in all interior and exterior campus areas and locations, including parking structures and within vehicles and applies to all faculty, staff, students and visitors. Smoking is defined as inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, pipe or other lighted smoking product, including electronic cigarettes.

Animals - Animals, except for service animals, shall not be permitted to enter Titan Student Union facilities.

Recreational Devices - Bicycles, skateboards, scooters, and other such recreational devices are not allowed in the Titan Student Union.

Flames/Fire - Open flames and the burning of any materials, including incense is prohibited. Use of candles must receive advance approval and meet fire code regulations.

Bare Feet - Bare feet are prohibited in the building and on the grounds of the Titan Student Union.

Conduct - The user and guests shall not interfere with the regular use of building by the public or other facility guests. Excessive noise or other disruptive behavior is prohibited.

Weapons/Firearms - All weapons and firearms are strictly prohibited on the CSUF campus.

Special Requirements - Special requirements, such as overnight watch of equipment; receiving, shipment or storage service; activation of phone lines; access for news/media; office services; or other such requirements must be coordinated in advance with the University Conference Center Event Planner. Charges for such services will apply.

Notice: This reservation is subject to a declaration of a civil defense need; a local, California State University, Fullerton (CAMPUS), state or national emergency; a CAMPUS response to an action of the U.S. Department of Homeland Security; acts beyond the control of CAMPUS such as global pandemic, severe weather, earthquake, or other acts of God; riots; strikes; war; or an unanticipated CAMPUS academic need. The CAMPUS and/or the Associated Students Inc., California State University, Fullerton, at their sole discretion, may terminate this reservation for these reasons without any liability to the event sponsor. If the CAMPUS and/or the Associated Students Inc., California State University, Fullerton terminates this reservation, the CAMPUS' and the Associated Students Inc., California State University, Fullerton's sole responsibility to event sponsor shall be to notify client of such cancellation and to refund any deposits/ payments the Titan Student Union has received from the event sponsor.

It may be necessary for the University Conference Center to change the location of a planned activity to another area of the Titan Student Union or the Student Recreation Center, if available, due to construction or unplanned repairs. The cost difference of the room, if any, shall be borne by the University Conference Center (if greater) or refunded to the event organizer (if lesser). All room reassignments shall be at the discretion of the University Conference Center.

If no alternative location can be provided, the University Conference Center may need to cancel a reservation due to construction needs, repair service interruptions. In such circumstances, all money paid to the University Conference Center will be refunded by check to the event organizer. The event organizer shall be responsible for all costs or expenses not paid to the University Conference Center, and shall hold harmless the Associated Students Inc., California State University, Fullerton, and California State University, Fullerton for any such costs. These costs or expenses may include, but are not limited to: advertising, travel, food, speaker fees, administration, etc.

SPECIAL COVID-19 NOTICES:

Clients and their guests are required to abide by any safety regulations imposed by federal, state, or local authorities, by

Bookings / Details

Quantity

Price

Amount

ASI, or by the California State University (including the Chancellor's Office and the CSUF campus president), including, but not limited to wearing of acceptable face coverings and adhering to social distancing measures. Safety regulations may change at any point in the reservation process

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND STIPULATIONS THAT APPLY TO THE USE OF TITAN STUDENT UNION FACILITIES AND SERVICES, AND AGREE TO ABIDE BY THESE CONDITIONS AS THEY PERTAIN TO THE RESERVATION REQUEST. I WILL BE IN ATTENDANCE AT THIS FUNCTION AND AGREE TO MEET DEADLINES AS REQUIRED BY THE TITAN STUDENT UNION.

Responsible Party (print name): _____

Signature (sign name): _____

Date: _____

Univ. Conf. Center Event Planner Signature: _____

Date: _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**READ NATURALLY LIVE DIGITAL SUBSCRIPTION FOR TYNES ELEMENTARY SCHOOL
KINDERGARTEN THROUGH SIXTH GRADES FOR 2023-24**

Background

Placentia-Yorba Linda Unified School District elementary schools have been using the Read Naturally reading program to deliver intervention to students in Grades K through 6 who read below two or more grade levels. Read Naturally Live, an online program through the Read Naturally company, provides research-based lessons for struggling readers. The program is a web-based reading curriculum that combines three powerful, research-proven reading intervention strategies to create an effective tool that individualizes instruction and improves reading proficiency. Using audio support and tracking progress, students work with high-interest material at their skill level to improve fluency, vocabulary, and comprehension.

Research shows the positive effects of early reading intervention for students. Students who fall behind in reading, lag in literacy-related skills in all academic areas. Read Naturally Live was developed to help build a solid foundation in reading to strengthen fluency and comprehension. A school site online subscription includes access for our students with an Individual Education Plan (IEP) and students identified as reading two or more grade levels below, using multiple measures. The Read Naturally Live digital programs include online access to all lessons, implementation tools, and resources, along with online support for teachers.

Financial Impact

Budgeted Title I funds, NTE: \$580

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services

Dr. Liz Leon, Director of Elementary Education



1284 Corporate Center Dr, Ste 600
 Saint Paul, MN 55121-1279
 phone: 800.788.4085 651.452.4085
 fax: 651.452.9204
 website: www.readnaturally.com

Quote No: Q215793
 Quote Date: 6/27/2023

QUOTATION

This Quote Expires on: 11/4/2023

PO #
 Bill to: TYNES ELEMENTARY
 Trisha Gray
 735 STANFORD DR
 PLACENTIA, CA 92870

PO #
 Ship to: TYNES ELEMENTARY
 Trisha Gray
 735 STANFORD DR
 PLACENTIA, CA 92870

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
20	RL01B	Read Live Licenses Subscription period: 11/4/2023 through 11/4/2024	29.00	580.00

SUBTOTAL:	\$580.00
SHIPPING:	\$0.00
SALES TAX:	\$0.00

ORDER TOTAL: \$580.00

ORDER NOTES

Read Live Account Information:

Read Live Account ID: 00059433
 Current Main Account Administrator: Trisha Gray

***Next price break: Get 30 Read Live seats for \$690 (\$23/seat—a 20% savings!)

ORDER OPTIONS

Purchase Order:

- Email: customerservice@readnaturally.com
- Mail: 1284 Corporate Center Dr. #600
Saint Paul, MN 55121

Credit Card:

- Phone: 800.788.4085 option 2
- Online: www.readnaturally.com/make-payment

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**AGREEMENT BETWEEN BRYANT RANCH AND SCHOOL SPECIALTY FOR THE ONLINE
PROGRAM WORDLY WISE i3000**

Background

Wordly Wise i3000 provides engaging, direct academic vocabulary instruction to develop the critical link between vocabulary and reading comprehension. The robust activities, social sharing and interaction, and differentiated instruction within our cutting-edge digital application allow the flexibility to meet the needs of today's varying student population—empowering students to have successful encounters with grade-level vocabulary instruction and practice.

Approval of this agreement is necessary for participation in this program for the 2023-24 school year.

Financial Impact

PTA Gift funds, NTE: \$4,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director of Elementary Education

QUOTE

SSL Quote Number: Q-385903
Quote Name: Bryant Ranch ES - WW G 3-5 - 9/12/23 - T. Guy
Currency: USD
Created Date: 09-12-2023
Expiration Date: 12-12-2023
Customer Number: 303585
Sales Rep Name: Hunter Modica
Sales Rep Email: hunter.modica@schoolspecialty.com
Sales Rep Phone:

Requestor Name: Tweety Guy
 tguy@pylusd.org
 7149867120

Bill To: PLACENTIA YORBA LINDA UNIF SCH DIST
 1301 E ORANGETHORPE AVE
 PLACENTIA, CA 92870-5302

Ship To: BRYANT RANCH ELEMENTARY SCHOOL
 24695 PASEO DE TORONTO
 YORBA LINDA, CA 92887-5116



EPS Operations, LLC | FEIN: 92-2084567

To place an order using this quote, contact:

Phone: 800-225-5750

To place an order email: epsorders@schoolspecialty.com

For questions email Customer Care:
 epscare@schoolspecialty.com

Notes:

Quantity	SSL Item	Pack Size	Item Description	Your Price	Extended Price
100	1585192	Each	WW3000 BOOK 3 STU 4/E	\$12.49	\$1,249.00
80	1585193	Each	WW3000 BOOK 4 STU 4/E	\$12.49	\$999.20
1	1585204	Each	WW3000 BOOK 4 TG 4/E	\$86.49	\$86.49
78	1585194	Each	WW3000 BOOK 5 STU 4/E	\$12.49	\$974.22

Subtotal	\$3,308.91
Estimated Taxes	\$294.90
Shipping & Handling	\$496.33
Total	\$4,100.14

Accept this quote by sending back your purchase order number or signing it electronically. For orders over \$5,000.00, please submit a hard copy of your Purchase Order.

Signature:

Name:

Date:

Purchase Order Number:

Lift Gate Truck Required: <input type="checkbox"/>
Inside Delivery: <input type="checkbox"/>
Shipping Instructions:
Pack Slip Notes:

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

APPROVE THE SUBSCRIPTION RENEWALS WITH WEVIDEO FOR THE MIDDLE SCHOOL VIDEO PRODUCTION CLASSES TO CONTINUE UTILIZING DURING THE 2023-24 SCHOOL YEAR

Background

WeVideo is an easy-to-use, multimedia creation platform used by millions of students and teachers in all grades and subjects. The program will be utilized in our middle school video production classes and is a student-friendly version of other video-editing software programs. WeVideo can help optimize learning outcomes, enhance instructional strategies, and maximize student engagement at school and at home using a Chromebook or computer. With WeVideo, teachers can deliver core instruction through the creation of engaging instructional videos, and students can apply their thinking in visible and meaningful ways through the creation of sharable video-created products.

Financial Impact

Site, Gift or ASB Funds, NTE: \$1,135 per site

Administrator

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



8/27/2023 22:30:58

quote number: WVS1035827

page 1 of 2

price quote/proposal

remittance payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
Phone: 650-852-1658 x 103
po@wevideo.com

customer information:

Valadez Middle
1301 E. Orangethorpe Ave.
Placentia, California 92870
Jackson Keller
jkeller@pylusd.org

Date: 8/27/2023
Quote Expires: 12/31/2023
WeVideo Contact:
Robert Serte
robert-catalin@wevideo.com

Notes:

Valadez Middle is presented with the following WeVideo for Schools subscription price proposal. With this agreement, Valadez Middle is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Valadez Middle receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Valadez Middle below:

Table with 4 columns: Product/Description, Total Extended Price, Subtotal, Tax (exempt?). Row 1: 35 users, WeVideo for Schools Annual Subscription with Interactivity, \$432.18.

Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption. Quote is valid for terms as stated above and below. All prices in United States Dollars (\$) Total \$432.18

SECTION I - term length and subscription term discount options (CHECK ONE):

- [] Purchase 12 months/1 year subscription prepay: \$432.18
[] Purchase 24 months/2 year subscription prepay: \$777.93 and save 10% on license*
[] Purchase 36 months/3 year subscription prepay: \$1,102.07 and save 15% on license*

SECTION II - is a purchase order required to send an invoice to Valadez Middle (CHECK ONE):

- [] Yes, a school/district PO is required to invoice our school or district. Please return a copy of your PO with this signed quote.
[] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)



8/27/2023 22:30:58

quote number: **WVS1035827**

page 2 of 2

price quote/proposal page 2 of 2

School/District Valadez Middle

Contact Jackson Keller

Quote Expires 12/31/2023

1975 West El Camino Real Suite 202

Mountain View, CA 94040

Fax: 408-819-9441 / Email: po@wevideo.com

Robert Serte

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner First Name

Admin/owner Last Name

Admin/owner **Email**

Job title/role

Phone Number

BILLING INFORMATION

Accounts Payable Contact First Name

Accounts Payable Contact Last Name

Accounts Payable Email

Accounts Payable Phone Number

PROPOSAL ACCEPTANCE

School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature

Date

Print Name

Print Title

**SECONDARY 6-12 PROFESSIONAL DEVELOPMENT TEACHER HOURS FOR THE 2023-24
SCHOOL YEAR**

Background

Placentia-Yorba Linda Unified School District will be offering Secondary 6th- through 12th-grade teachers a wide-ranging menu of professional development for the 2023-24 school year. As outlined in our strategic plan, Area 2.0 Effective Instruction and Leadership highlights the importance of creating a dynamic, high-quality instructional program that facilitates life-long habits of intellectual inquiry. This school year will focus on actively engaging teachers in the learning process and exploring best practices and effective instructional strategies aligned to “Purposeful Lessons.”

The professional development opportunities will include sessions on the newly adopted history-social science curriculum with OCDE, multicultural studies task force re: ethnic studies graduation requirement, new hire institute, Love & Logic, math task force, Math 180 middle school intervention software, development of common pacing guides, Next Generation Science Standards, OpenScience Education, collaboration days for each core content area, curriculum training, and other training opportunities. These trainings will be offered to teachers for whom the topics are relevant, typically by content area.

Financial Impact

Budgeted Categorical funds, NTE: \$686,000

Administrator

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

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**PRESENT THE QUARTERLY REPORT FOR UNIFORM COMPLAINTS FOR THE PERIOD OF
JULY 1 - SEPTEMBER 30, 2023**

Background

As a result of the Williams lawsuit, Education Code 35186(d) requires “A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported quarterly at a regularly scheduled meeting of the school district's governing board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.”

To comply with Education Code 35186(d), the Placentia-Yorba Linda Unified School District submits a quarterly report of uniform complaints to the Board of Education regarding textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions. There are no complaints to report for the July 1 – September 30, 2023 quarter.

Financial Impact

Not applicable

Administrator

Dr. Olivia Yaung, Assistant Superintendent of Educational Services



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2022-23**

District: Placentia-Yorba Linda Unified School District
 District Contact: Dr. Olivia Yaung
 Title: Assistant Superintendent, Educational Services

- Quarter #1 July 1 – September 30, 2022 **Report due by October 31, 2022**
- Quarter #2 October 1 – December 31, 2022 **Report due by January 31, 2023**
- Quarter #3 January 1 – March 31, 2023 **Report due by April 28, 2023**
- Quarter #4 April 1 – June 30, 2023 **Report due by July 28, 2023**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Dr. Alex Cherniss

Signature of Superintendent: _____ Date: _____

Please submit to:

Orange County Department of Education
 P.O. Box 9050, Costa Mesa, CA 92628-9050
 Attention: Alicia Gonzalez, Sr. Administrative Assistant/R101
 Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

GIFTS

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:

- ☒ El Dorado High School: John and Teresa Chiechi donated a check in the amount of \$100 to the Science Department to purchase classroom supplies.
- ☒ Golden Elementary School: Blackbaud Giving Fund donated checks totaling \$200 to purchase materials and supplies.
- ☒ Mabel Paine: Mabel Paine PTA donated checks totaling \$3,775.11 for the walk-through presentations and to renew their Scholastic Subscription.
- ☒ Rose Drive: Rose Drive PTA donated checks totaling \$4,584.64 to pay for transportation for field trips and to purchase school planners.
- ☒ Ruby Drive: Ruby Drive PTA donated a check in the amount of \$1,645.83 for field trips.
- ☒ Sierra Vista: Sierra Vista PTA donated checks totaling \$1,451.81 to purchase student planners and calendar magnets.

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:

- ☒ Golden Elementary School: Shani Murray donated: "*A Day with No Words*" by Tiffany Hammond.
- ☒ Sierra Vista Elementary School: An anonymous community member donated seventy (70) books. The full list is attached for review.
- ☒ Woodsboro Elementary School: Blake Massey donated thirty-two (32) books. The full list is attached for review.

Financial Impact

Total Income to be placed in the appropriate school site/division accounts: \$11,757.35

The total to date for the 2023-24 school year is: \$11,757.35

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

AUTHOR	TITLE
Abramson, Jill	What is the Supreme Court?
Applegate, Katherine	Wishtree
Baker, E.D.	Dragon's Breath
Baker, E.D.	Once Upon a Curse
Baker, E.D.	Unlocking the Spell
Birney, Betty G.	El Mundo de acuerdo a Humphrey
Blyton, Enid	The Famous Five: Five Have Plenty of Fun
Blyton, Enid	The Famous Five: Five on a Treasure Island
Blyton, Enid	The Famous Five: Have a Wonderful Time
Blyton, Enid	The Secret Seven: Fun for the Secret Seven
Blyton, Enid	The Secret Seven: Go Ahead, Secret Seven
Blyton, Enid	The Secret Seven: Good Work, Secret Seven
Blyton, Enid	The Secret Seven: Goold Old Secret Seven
Blyton, Enid	The Secret Seven: Look Out, Secret Seven
Blyton, Enid	The Secret Seven: Puzzle for the Secret Seven
Blyton, Enid	The Secret Seven: Secret Seven Adventure
Blyton, Enid	The Secret Seven: Secret Seven Fireworkds
Blyton, Enid	The Secret Seven: Secret Seven Mystery
Blyton, Enid	The Secret Seven: Secret Seven on the Trail
Blyton, Enid	The Secret Seven: Secret Seven Win Through
Blyton, Enid	The Secret Seven: Shock for the Secret Seven
Blyton, Enid	The Secret Seven: The Secret Seven
Blyton, Enid	The Secret Seven: Three Cheers, Secret Seven
Blyton, Enid	The Secret Seven: Well Done, Secret Seven
Bosch, Pseudonymous	Bad Magic
Brown, Peter	The Wild Robot Protects
Buckley Jr.,James	Who is Pele?
Buckley Jr.,James	Who Were the Navajo Code Talkers?
Cabert, Jack	Eerie Elementary: School Freezes Over
Chabert, Jack	Eerie Elementary: Recess is a Jungle
Chabert, Jack	Eerie Elementary: Sam Battles the Machine!
Chabert, Jack	Eerie Elementary: The Locker Ate Lucy
Chabert, Jack	Eerie Elementary: The Science Fair is Freaky!
Dominguez, Angela	Maria had a little Llama/Maria Tenia una Llamita
Elliott, Rebecca	Owl Diaries: A Woodland Wedding
Elliott, Rebecca	Owl Diaries: Eva in the Spotlight
Gibbs, Stuart	Spy School Goes North
Grabenstein, Chris	Mr. Lemoncellos's Very First Game
Hubbard, Crystal	Who is Lebron James?
Jeunesse, Gallimard	Animal Camouflage

Jeunesse, Gallimard	Birds
Jeunesse, Gallimard	Cats
Jeunesse, Gallimard	Dinosaurs
Jeunesse, Gallimard	Sports
Jeunesse, Gallimard	Tools
Kann, Victoria	Pinkalicious: Fishtastic!
Liberts, Jennifer	Barbie Video Game Hero: Race for the Stars
Lin, Grace	Where the Mountain Meets the Moon
Loh, Stefanie	Who is Simone Biles?
Meadows, Daisy	Rainbow Magic: Coco the Cupcake Fairy
Meadows, Daisy	Rainbow Magic: Esme the Ice Cream Fairy
Miedoso, Andres	Desmond Cole Ghost Patrol: Surf's Up, Creepy Stuff!
Miedoso, Andres	Desmondcole Chost Patrol: Ghosts Don't Ride Bikes, Do They?
Miles, Ellen	The Puppy Place: Cocoa
Pascal, Janet B.	Who Was Abraham Lincoln?
Penner, Lucille Recht	The Statue of Liberty
Pichon, Liz	Tom Gates: Todo es Genial
Pierce, Lincoln	Big Nate Strikes Again
Pilkey, Dav	Dog Man Grime and Punishment
Pilkey, Dav	DogMan Fetch-22
Pilkey, Dav	Dogman for Whom the Ball Rolls
Pilkey, Dav	Dogman Unleashed
Riordan, Rick	The Chalice of the Gods
Schulz, Charles M.	Happy Valentine's Day Charlie Brown
Shaw, Gina	What is the Woman's World Cup?
Simon, Coco	Cupcake Diaries, Alexis and the Perfect Recipe
Simon, Coco	Cupckae Diaries, Emma on Thin Icing
Snider, Brandon T.	What is the Story of Transformers?
Stabler, David	Who is Jimmy Carter?
West, Tracey	Dragon Masters: Griffith's Guide for Dragon Masters

AUTHOR	TITLE
Alber, Diane	A Spot of Kindness!
Benson, Laura Lee	This is Our Earth
Berger, Melvin	Germs Make Me Sick
Cronin, Doreen	Click, Clack, Moo Cows That Type
Czajak, Paul	Monsters Need a Costume
Dean, James	5 Minute Pete the Cat Stories (12 Groovy Stories)
Dickmann, Nancy	Amazing Earth Oceans
DiPalermo, Mary	The Caring Me "I" Want to Be!
Donaldson, Julia	The Snail and the Whale
Donaldson, Julia	The Spiffiest GIANT in Town
Higgins, Ryan T.	Bruce's Big Storm
Hudson, Katy	Too Many Carrots
Jeffers, Oliver	Here We Are Notes for Living on Planet Earth
Jeffers, Oliver	Lost and Found
John, Jory	The Bad Seed
John, Jory and Oswald, Pete	The Cool Bean
John, Jory and Oswald, Pete	The Good Egg
John, Jory and Oswald, Pete	The Great Eggscape!
Lite, Lori	Stay Cool at School
Ludwig, Trudy	The Invisible Boy
Miletsky, Jay	Ricky, the Rock That Couldn't Roll
Miletsky, Jay	Tess, The Tin That Wanted to Rock
Nichols, Julia	Maple & Willow Apart
Rubin, Adam	Dragons Love Tacos
Rubin, Adam	Dragons Love Tacos: The Sequel
Rusu, Meredith	Clifford the Big Red Dog Big Red School
Seluk, Nick	The Brain is Kind of a Big Deal
Surgal, Jon	Have You Seen my Dinosaur
Troiano, Joe	The Legend of Spookley the Square Pumpkin
Twiss, Jill	The Someone New
Verdick, Elizabeth	Germs Are Not For Sharing
Verdick, Elizabeth	Teeth Are Not for Biting

**Placentia-Yorba Linda Unified School District
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RED RIBBON WEEK RESOLUTION NO. 23-07

Background

The California Red Ribbon Campaign originated in 1985 when drug traffickers took the life of Federal Agent Enrique Camarena. The Red Ribbon became the symbol to reduce the demand for drugs, and the rallying point for millions of Americans to present a unified and visible commitment toward the creation of a Drug-Free America. Each year Red Ribbon Week is observed in schools and communities across Orange County through a variety of drug, alcohol, and tobacco education activities.

This year Red Ribbon Week will take place from October 22-28, 2023. Resolution Number 23-07 will encourage students, parents, and staff to participate in efforts to prevent drug and alcohol abuse. The Red Ribbon Campaign will draw strength from all aspects of our community and will reinforce our district effort toward a drug-free life.

Financial Impact

No cost to the district.

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

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

DATE _____

**Placentia-Yorba Linda Unified School District
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YLHS SONG - NATIONAL DANCE TEAM CHAMPIONSHIPS: ORLANDO FLORIDA

Background

The annual Universal Dance Association (UDA) National Dance Team Championships will be held at the ESPN Wide World of Sports Complex in Orlando, Florida, from February 2-5, 2024. Transportation to and from LAX will be provided by parents. They will travel via Delta Airlines and take a shuttle to and from the airport and the ESPN Sports Complex. They will stay at the Caribbean Beach Resort in Orlando. The cheer and song advisor (certificated), song coach, and fifteen parents will chaperone twenty-two students. Five days of school will be missed.

Competing at this level of competition exposes our students to high caliber performances outside the local area and also allows them to demonstrate both their leadership and athletic skills.

Financial Impact

No cost to the district

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**YORBA LINDA HIGH SCHOOL
UNIVERSAL DANCE NATIONAL DANCE CHAMPIONSHIPS
Orlando, Florida
January 31-February 6, 2024**

Itinerary

Wednesday, January 31

4:30 a.m.	Parents drive their student to LAX/Meet with advisor/ chaperones/students and review policies/behavioral expectations and school's code of conduct
7:00 a.m.	Depart on Delta Airlines Flight No. 652
2:44 p.m.	Arrive in Orlando, Florida/Shuttle to Caribbean Beach Resort
4:00 p.m.	Check into Caribbean Beach Resort
6:00 p.m.	Dinner
10:00 p.m.	Lights Out

Thursday, February 1

8:00 a.m.	Wake-up call/Breakfast
9:30 a.m.	Practice/Welcome Event
5:00 p.m.	Dinner
7:00 p.m.	Supervised Activity/Shuttle to Caribbean Beach Resort
10:00 p.m.	Return to room/Lights out

Friday, February 2

7:00 a.m.	Wake-up call/Breakfast
9:00 a.m.	Shuttle to ESPN Complex/ Prelims Pom /Lunch
7:00 p.m.	Dinner/Shuttle to Caribbean Beach Resort
10:00 p.m.	Return to Room/Lights out

Saturday, February 3

7:00 a.m.	Wake-up call/Breakfast
10:00 a.m.	Shuttle to ESPN Complex/Semi Finals Pom/ Prelims Jazz/Lunch and Dinner @ Event/Shuttle back to Caribbean Beach Resort
10:00 p.m.	Return to Room/Lights out

Sunday, February 4

8:00 a.m.	Wake-up call/Breakfast
10:00 a.m.	Shuttle to ESPN Complex/Finals Pom/Semi Finals Jazz
12:00 p.m.	Lunch
1:00 p.m.	Finals Jazz
5:00 p.m.	Dinner
6:00 p.m.	Supervised Activity
10:00 p.m.	Return to Room/Lights out

Monday, February 5

10:00 a.m.	Wake-up call/Breakfast
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11:00 a.m.	Awards/Championship Party/Hosted UDA Event
5:00 p.m.	Return to the Caribbean Resort
6:00 p.m.	Dinner
9:00 p.m.	Return to Rooms/Lights Out

Tuesday, February 6

6:00 a.m.	Wake-up call/Breakfast
6:30 a.m.	Check out of Caribbean Beach Resort
7:00 a.m.	Depart for Orlando International Airport by shuttle
10:00 a.m.	Depart Orlando for LAX/ Delta No. 912
12:52 p.m.	Arrive at LAX/Parents pick up their student and drive them home

ESPERANZA HIGH SCHOOL WOMEN'S SOCCER GAME AND RETREAT

Background

Each year, Esperanza girls soccer holds a weekend retreat in December. The varsity soccer team has a game scheduled with Arrowhead Christian High School on Saturday during the weekend retreat. This year the dates planned are December 8-10, 2023. Accommodations for the group of twenty-five student athletes and four official parents (chaperones) will be at a current Esperanza varsity soccer player's vacation home located at 28595 Wabash Drive, Skycrest. This location is a fully insured; it is a private vacation home owned by a booster parent. There is no cost for the use of the home as it is a donation. The coach and parents will provide student transportation. Two of the four chaperones are PYLUSD employees.

The purpose of this annual retreat/game weekend is threefold:

Team Building: To strengthen team cohesion, trust, and communication among the players, fostering a supportive and unified team spirit that will benefit both on and off the field.

Skill Development: To provide dedicated time for focused training sessions, improving individual skills, tactical understanding of the game, and leadership skills on and off the field.

Competition: To represent Esperanza High School in competitive matches against other high school teams, showcasing the talent and sportsmanship of our athletes.

Financial Impact

No cost to the district

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**ESPERANZA HIGH SCHOOL
WOMEN'S SOCCER GAME & RETREAT
December 8-10, 2023
Lake Arrowhead, CA**

Itinerary

Friday, December 8

3:00 p.m.	Depart Esperanza High School by parents driving students
4:30 p.m.	Check in at team accommodations
6:30 p.m.	Team Dinner
10:00 p.m.	Lights out

Saturday, December 9

7:00 a.m.	Breakfast
8:00 a.m.	Travel to game
9:00 a.m.	Warm Ups
11:00 a.m.	Game
12:30 a.m.	Lunch
2:00 p.m.	Back to accommodations, Review game film
5:30 p.m.	Team Dinner
7:00 p.m.	Team Building Games
10:00 p.m.	Lights out

Sunday, December 10

8:00 a.m.	Breakfast and Pack up
10:00 a.m.	Light Workout
12:00 p.m.	Depart to Esperanza
2:00 p.m.	Arrive at Esperanza

**Placentia-Yorba Linda Unified School District
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EHS BASKETBALL FIELD TRIP: GIRLS BASKETBALL ANNUAL TOURNAMENT

Background

The Esperanza girls basketball team will participate in an annual tournament held on December 27-30, 2023 at Timberline High School and Borah High School in Boise, Idaho. The group will consist of twelve students, three chaperones, and one certificated staff member (Esperanza teacher). Accommodations for the group will be at Home2Suites in Boise, Idaho. The group will travel by airplane to Boise and by rental car while in Boise. Zero school days will be missed.

This competition will provide an opportunity for twelve basketball players to participate at a high level of competition as well as enhance the concept of team chemistry and develop team leadership skills.

Financial Impact

No cost to the district

Administrator

Richard McAlindin, Assistant Superintendent, Executive Service

**ESPERANZA HIGH SCHOOL
GIRLS BASKETBALL ANNUAL TOURNAMENT
Boise, Idaho
December 27-30, 2023**

Itinerary

Wednesday, December 27

5:15 a.m.	Parents drop off students at John Wayne Airport
6:45 a.m.	Flight out of John Wayne Airport (Southwest Airlines)
11:00 a.m.	Arrive at Boise, ID
12:00 p.m.	Pick up car rental and head over for lunch
1:00 p.m.	Team Lunch
3:30 p.m.	Check in hotel: Home2Suites by Hilton
6:00 p.m.	Team Dinner
10:00 p.m.	Lights out

Thursday, December 28

6:30 a.m.	Wake up
7:00 a.m.	Team Breakfast
10:00 a.m.	Game (Timberline High School or Borah High School)
12:00 p.m.	Team Lunch
5:00 p.m.	Team Dinner
7:00 p.m.	Boise State University Men's Basketball Game
10:00 p.m.	Lights out

Friday, December 29

6:30 a.m.	Wake up
7:00 a.m.	Team Breakfast
10:00 a.m.	Game (Timberline High School or Borah High School)
12:00 p.m.	Team Lunch
3:00 p.m.	Game (Timberline High School or Borah High School)
6:00 p.m.	Team Dinner
11:00 p.m.	Lights out

Saturday, December 30

6:30 a.m.	Wake up
7:00 a.m.	Team Breakfast
10:00 a.m.	Check out
12:00 p.m.	Team Lunch
2:00 p.m.	Game (Timberline High School or Borah High School)
4:30 p.m.	Head to airport
7:05 p.m.	Fly home (Southwest Airlines)
10:15 p.m.	Arrive at Orange County John Wayne Airport, Parents pick up

**Placentia-Yorba Linda Unified School District
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EHS BOYS WRESTLING - LA COSTA CANYON WRESTLING TOURNAMENT

Background

The boys wrestling team will travel to La Costa Canyon, CA, on December 8-9, 2023 to compete in a Southern California wrestling tournament. The Esperanza wrestling team requests permission for eighteen students and four chaperones to attend this event. The group will travel by parent-driven vehicles. One school day will be missed.

This competition will provide an opportunity for sixteen varsity wrestlers to compete at a high level of competition to prepare them for the California State Finals. This tournament will provide an excellent team event before the postseason competition.

Financial Impact

No cost to the district

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**ESPERANZA HIGH SCHOOL
LA COSTA CANYON CLASSIC BOYS WRESTLING TOURNAMENT
La Costa, California
December 8-9, 2023**

Itinerary

Friday, December 8

6:15 a.m.	Students meet at Esperanza High School with coaches and parent/chaperones to review policies, behavioral expectations, and Esperanza High School's code of conduct
6:30 a.m.	Depart Esperanza High School for La Costa, California by parent- and coach-driven vehicles
9:00 a.m.	Arrive at La Costa Canyon High School
10:00 a.m.	Team weigh-in
11:00 a.m.	Compete
7:00 p.m.	Dinner
9:00 p.m.	Check into the Courtyard San Diego Carlsbad, Carlsbad, CA
10:00 p.m.	In rooms, lights out

Saturday, December 9

6:30 a.m.	Wake-up call, breakfast, check out of the hotel
8:00 a.m.	Weigh-in
10:00 a.m.	Competition, snacks throughout the day
8:30 p.m.	Dinner, team meeting
9:30 p.m.	The group departs La Costa, California, by parent- and coach-driven vehicles to return to Esperanza High School
11:30 p.m.	Arrive at Esperanza High School, students are picked up by parents and driven home

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EHS BOYS WRESTLING – DOC BUCHANAN WRESTLING TOURNAMENT

Background

Select members of the boy's wrestling team will travel to Clovis, CA, on January 4-6, 2024 to compete in the Doc Buchanan Wrestling Tournament. The Esperanza wrestling team requests permission for five students and two chaperones to attend this event. The group will travel by parent-driven vehicles. Zero school days will be missed.

This competition will provide an opportunity for five varsity wrestlers to compete at a high level of competition to prepare them for the California State Finals. This tournament will provide an excellent team event before the postseason competition.

Financial Impact

No cost to the district

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**ESPERANZA HIGH SCHOOL
DOC BUCHANAN VARSITY WRESTLING TOURNAMENT
Clovis, California
January 4-6, 2024**

Itinerary

Thursday, January 4

6:15 p.m.	Students meet at Esperanza High School with coaches and chaperones to review policies, behavioral expectations, and the school's code of conduct
6:30 p.m.	Depart Esperanza High School for Clovis, California, by parent-driven vehicles
9:00 p.m.	Arrive and check-in at the Fairfield Inn and Suites in Clovis, California
10:00 p.m.	In rooms, lights out

Friday, January 5

6:30 a.m.	Wake-up call, breakfast, travel to the tournament by parent-driven vehicles
8:00 a.m.	Weigh-in
10:00 a.m.	Competition, snacks throughout the day
8:30 p.m.	Dinner, team meeting
9:30 p.m.	Return to the hotel
10:00 p.m.	Lights out

Saturday, January 6

6:30 a.m.	Wake-up call, breakfast, check out of the Fairfield Inn and Suites in Clovis, California
8:00 a.m.	Weigh-in
10:00 a.m.	Competition, snacks throughout the day
8:30 p.m.	Dinner, team meeting
5:30 p.m.	Depart Clovis, California, to return to Esperanza High School
9:30 p.m.	Arrive at Esperanza High School, students pick up by parents and driven home

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**EL DORADO HIGH SCHOOL FIELD TRIP: CIF STATE CROSS COUNTRY
CHAMPIONSHIPS**

Background

The CIF State Cross Country Championships will be held on November 24-25, 2023 at Woodward Park in Fresno, California. Should the El Dorado High School cross-country team qualify, the team requests permission for eleven students, two chaperones, and one administrator to attend this event. Accommodations for the group will be at the Best Western in Fresno, California. The group will travel by parent-driven vehicles. Zero school days will be missed.

Participation in the CIF State Cross Country Championships provides team members the opportunity to represent the district as athletes committed to sportsmanship and high-level challenges.

Financial Impact

No cost to the district

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**EL DORADO HIGH SCHOOL
CIF STATE CROSS COUNTRY CHAMPIONSHIPS
Fresno, California
November 24-25, 2023**

Itinerary

Friday, November 24

6:00 a.m.	Arrive at El Dorado High School meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
7:30 a.m.	Depart to Fresno by parent-driven vehicles
12:00 p.m.	Lunch
1:00 p.m.	Arrive at Woodward Park for check-in
3:30 p.m.	Depart to hotel
4:00 p.m.	Arrive, check-in
5:00 p.m.	Dinner
7:30 p.m.	Team meeting
8:30 p.m.	In rooms
10:00 p.m.	Lights out

Saturday, November 25

6:30 a.m.	Breakfast
7:30 a.m.	Check-out of hotel, depart to race/meet by parent-driven vehicles
11:00 a.m.	Race
1:00 p.m.	Lunch
1:30 p.m.	Depart from Woodward Park by parent-driven vehicles to El Dorado High School
4:30 p.m.	Dinner
7:30 p.m.	Arrive at El Dorado High School, parents pickup and drive each student home

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EL DORADO HIGH SCHOOL FIELD TRIP: OXNARD WATER POLO TOURNAMENT

Background

The Oxnard Varsity Water Polo Tournament will be held on January 12-13, 2024 at Oxnard High School in Oxnard, California. The El Dorado High School girls water polo team requests permission for sixteen students, three chaperones, and one coach/certificated personnel to attend this event. Accommodations for the group will be at the Courtyard by Marriott in Oxnard, California. The group will travel by parent-driven vehicles. One partial school day will be missed.

The tournament provides team members the opportunity to represent the district as athletes committed to sportsmanship and high-level challenges in the water polo arena.

Financial Impact

No cost to the district

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**EL DORADO HIGH SCHOOL
OXNARD VARSITY WATER POLO TOURNAMENT
Oxnard, California
January 12-13, 2024**

Itinerary

Friday, January 12

10:00 a.m.	Arrive at El Dorado High School meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
10:15 a.m.	Depart to hotel by parent driven vehicles
12:00 p.m.	Lunch
1:30 p.m.	Arrive at hotel, check in
2:00 p.m.	Depart to Oxnard High School by parent driven vehicles
2:30 p.m.	Arrive, warm up
3:30 p.m.	Game #1
6:30 p.m.	Game #2
8:00 p.m.	Depart for dinner by parent driven vehicles
9:00 p.m.	Arrive at hotel
10:00 p.m.	Lights out

Saturday, January 13

7:00 a.m.	Breakfast
8:30 a.m.	Check out of hotel, depart to Oxnard High School by parent-driven vehicles
9:00 a.m.	Arrive, warm up
10:00 a.m.	Game #3
11:30 a.m.	Lunch
12:30 p.m.	Depart to Pepperdine University by parent-driven vehicles
1:00 p.m.	Arrive, watch men's national team game
2:30 a.m.	Depart to Oxnard High School by parent-driven vehicles
3:00 p.m.	Arrive, warm up
4:00 p.m.	Game #4
6:00 p.m.	Game #5
7:30 p.m.	Depart to El Dorado High School by parent-driven vehicles
8:30 p.m.	Dinner
10:30 p.m.	Arrive at El Dorado High School, students picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
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YLHS WRESTLING - SIERRA NEVADA CLASSIC WRESTLING TOURNAMENT

Background

The Sierra Nevada Classic Wrestling tournament will be held December 27-30, 2023 at Reno Event Center in Reno, Nevada. Fourteen wrestlers will be chaperoned by the varsity coach, two assistant coaches, and two parents. Transportation will be provided by parents. The team will be staying at the Silver Lakes Resort in Reno, Nevada, and no school will be missed.

Yorba Linda's wrestling team is looking forward to competing at this annual event. This tournament will provide an opportunity for up to fourteen YLHS wrestlers to compete at the highest level of skill competition. This tournament draws teams from all over Northern California and Nevada.

Financial Impact: No cost to the district

Administrator:

Richard McAlindin, Assistant Superintendent, Executive Services

**YORBA LINDA HIGH SCHOOL
SIERRA NEVADA CLASSIC WRESTLING TOURNAMENT
Reno, Nevada
December 27–30, 2023**

Itinerary

Wednesday, December 27

8:00 a.m.	Meet at Yorba Linda High School/Meet with advisors/athletes/ chaperones/Review policies/Behavioral expectations/School's Code of Conduct
8:30 a.m.	Leave Yorba Linda HS for Reno/Parents driving students
12:00 p.m.	Lunch
5:00 p.m.	Arrive in Reno/Check into Silver Lakes Resort
6:15 p.m.	Practice session at Reno Event Center
8:00 p.m.	Dinner/Return to hotel
10:00 p.m.	Lights out

Thursday, December 28

5:00 a.m.	Wake-up call
6:00 a.m.	Weigh-in
7:00 a.m.	Breakfast
8:00 a.m.	Wrestling Competition/Lunch
8:30 p.m.	Dinner at hotel
10:00 p.m.	Lights out

Friday, December 29

6:00 a.m.	Wake-up call
7:00 a.m.	Weigh-in
8:00 a.m.	Breakfast
10:00 a.m.	Wrestling Competition/Lunch
8:30 p.m.	Dinner at hotel
10:00 p.m.	Lights out

Saturday, December 30

6:00 a.m.	Wake-up call/Breakfast/Check out of Silver Lakes Resort
7:00 a.m.	Leave for Yorba Linda High School/Parents driving students
12:00 p.m.	Stop for Lunch
4:00 p.m.	Arrive at Yorba Linda High School/Parents driving their student home

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**YLHS BASKETBALL FIELD TRIP: KAYLEE SCHOLARSHIP ASSOCIATION HOLIDAY BOYS BASKETBALL
TOURNAMENT**

Background

The Yorba Linda Boys Basketball Varsity Team requests permission to participate in the KSA Holiday Basketball Tournament from December 26-30, 2023, in Orlando, Florida. Transportation will be provided by Delta Airlines and parent-driven vehicles to and from Los Angeles International Airport. Bus transportation is provided by KSA to and from the airport and the competition will be held at our hotel. The group will consist of 14 students, 10 parent chaperones, and one teacher advisor/coach. The group will be staying at the Gaylord Palms Resort & Convention Center. Students will not miss any school days.

This retreat is an opportunity to build relationships and bond as a team to prepare for the upcoming season.

Financial Impact

No cost to the district.

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**YORBA LINDA HIGH SCHOOL
KSA HOLIDAY BOYS BASKETBALL TOURNAMENT
Orlando, Florida
December 26-30, 2023**

Itinerary

Tuesday, December 26

9:00 a.m.	Call time at Yorba Linda High School, meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
9:30 a.m.	Depart for Los Angeles International Airport in parent-driven vehicles
1:00 p.m.	Depart Los Angeles International Airport via Delta Airlines flight
9:35 p.m.	Arrive in Orlando, Florida
9:00 p.m.	Snack
10:00 p.m.	Lights out

Wednesday, December 27

7:00 a.m.	Breakfast with a meal voucher at the hotel/resort
8:30 a.m.	Walk to Round 1 of the 2023 KSA Holiday Basketball Tournament
11:00 a.m.	Walk back to hotel; lunch at resort with a meal voucher
1:00 p.m.	Shuttle to Universal Theme Parks
6:00 p.m.	Dinner in the theme park with a meal voucher
9:00 p.m.	Transfer back to the resort
10:00 p.m.	Room check and lights out

Thursday, December 28

7:00 a.m.	Breakfast with a meal voucher at the hotel/resort
8:30 a.m.	Walk to Round 2 of the 2023 KSA Holiday Basketball Tournament
11:00 a.m.	Walk back to hotel; lunch at resort with a meal voucher
1:00 p.m.	Shuttle to Universal Theme Parks
6:00 p.m.	Dinner in the theme park with a meal voucher
9:00 p.m.	Transfer back to the resort
10:00 p.m.	Room check and lights out

Friday, December 29

7:00 a.m.	Breakfast with a meal voucher at the hotel/resort
8:30 a.m.	Walk to Round 3 of the 2023 KSA Holiday Basketball Tournament
11:00 a.m.	Walk back to hotel; lunch at resort with a meal voucher
1:00 p.m.	Shuttle to Universal Theme Parks
6:00 p.m.	Dinner in the theme park with a meal voucher
9:00 p.m.	Transfer back to the resort
10:00 p.m.	Room check and lights out

Saturday, December 30

8:00 a.m.	Checkout from resort; bring luggage down to store at the complimentary service area
8:30 a.m.	Breakfast with a meal voucher at the resort
9:30 a.m.	Relax at the resort pools or do some last minute souvenir shopping
11:00 a.m.	Load buses back to airport for flight departure to Los Angeles International Airport
2:00 p.m.	Depart Orlando International Airport via Delta Airlines
4:30 p.m.	Arrive at Los Angeles International Airport
5:30 p.m.	Depart for home in parent-driven vehicles

**Placentia-Yorba Linda Unified School District
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YLHS CHEER - CHEER NATIONALS: LAS VEGAS, NEVADA

Background

The annual JAMZ School Cheer Nationals will be held at the Orleans Arena in Las Vegas, Nevada, January 26–27, 2024. Transportation to and from Las Vegas and while in Las Vegas will be provided by a district-approved charter bus. The cheer advisor (certificated) and two assistant coaches will chaperone fifteen students. The group will stay at the MGM Signature Hotel. Students will miss two days of school.

Competing at this level of competition exposes our students to high caliber performances outside the local area and also allows them to demonstrate both their leadership and athletic skills.

Financial Impact

There will be no cost to the district.

Administrator

Richard McAlindin, Assistant Superintendent, Executive Services

**YORBA LINDA HISH SCHOOL
JAMZ NATIONAL CHEERLEADING CHAMPIONSHIPS
Las Vegas, Nevada
January 25–28, 2024**

Itinerary

Thursday, January 25

2:00 p.m.	Students will be picked up by a district-approved charter bus in the YLHS main parking lot.
6:30 p.m.	Arrive at the MGM Signature Hotel/Check-In
8:00 p.m.	Team dinner
10:00 p.m.	Lights Out

Friday, January 26

8:00 a.m.	Wake up call/breakfast
9:00 a.m.	Bus to Orleans Arena, First Round of Competition
12:00 p.m.	Lunch
1:00 p.m.	JAMZ Welcome Event
5:00 p.m.	Dinner
7:00 p.m.	Supervised Activity
10:00 p.m.	Return to room/Lights out

Saturday, January 27

7:00 a.m.	Wake up call/breakfast
8:00 a.m.	Bus to Orleans Arena, Second Round of Competition
11:00 a.m.	Lunch
12:00 p.m.	Competition/Dinner/Bus back to the MGM Signature
10:00 p.m.	Return to Room/Lights out

Sunday, January 28

7:00 a.m.	Wake up call/breakfast
9:00 a.m.	Bus back to YLHS

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

RETAINER AGREEMENT WITH HARBOTTLE LAW GROUP

BACKGROUND

Harbottle Law Group (“HLG”) provides legal counsel for student with disabilities within the Placentia-Yorba Linda Unified School District. Under the same agreement, we would also like to include Human Resources and Executive Services.

The hourly legal fees for Harbottle Law Group are as follows:

	7/1/2023-6/30/2024
Senior Counsel	\$265
Mid-level Attorneys	\$255
Other HLG Attorney	\$245
Law Clerks/Paralegals	\$135

Harbottle Law Group is a highly competent and well-respected legal services firm. HLG is dedicated to the excellent, efficient, and economical representation of public schools regarding human resources, employment law, discipline, complaints, Title IX, 504 support, and custody issues/ed rights.

Financial Impact

Budgeted general funds, \$150,000

Administrator

Dr. Issaic Gates, Assistant Superintendent of Human Resources

**RETAINER AGREEMENT FOR SPECIAL EDUCATION LEGAL SERVICES
BETWEEN HARBOTTLE LAW GROUP AND PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2023-JUNE 30, 2024

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, 2023 and extending through June 30, 2024.

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.

The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. The services to be performed by HLG hereunder shall be provided at a rate not to exceed Two-Hundred Sixty-Five Dollars (\$265.00) per hour for Senior Counsel, Two-Hundred Fifty-Five Dollars (\$255.00) per hour for Mid-level attorneys, and Two-Hundred Forty-Five Dollars (\$245.00) per hour for all other HLG attorneys. The District also utilizes the services of paralegals and other legal support staff whose rates shall not exceed One-Hundred Thirty-Five Dollars (\$135.00) per hour.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Errors and Omissions Insurance.** HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. **Integration.** This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. **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.

13. 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.

14. 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 19, 2023

Harbottle Law Group

By: 
S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them.

Dated: May 18, 2023

By: 
David Giordano, Assistant
Superintendent Placentia-Yorba Linda
Unified School District 

Board Date: May 9, 2023

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**STUDENT AFFILIATION AGREEMENT-UNIVERSITY OF ST. AUGUSTINE FOR
HEALTH SCIENCES, OCTOBER 11, 2023-OCTOBER 11, 2026**

BACKGROUND

The Placentia-Yorba Linda Unified School District and the University of St. Augustine for Health Sciences wish to begin an agreement which allows for the placement of speech-language pathologist, occupational therapist and physical therapists in our classrooms across the district.

This partnership will provide future clinical students the opportunity to participate in the clinical experience that will enhance the district pool of adequately trained applicants to fill potential vacancies. All students are carefully screened by the university to ensure they are fully qualified prior to placement in the classroom.

Participation in this partnership with the University of St. Augustine for Health Sciences will assist the district in future recruitment of much-needed specialized clinical applicants.

Financial Impact

No financial impact to the district

Administrator

Dr. Issaic Gates, Assistant Superintendent of Human Resources



UNIVERSITY *of* ST. AUGUSTINE *for* HEALTH SCIENCES

Student Affiliation Agreement

- *Between* -

Placentia Yorba Linda Unified School District
1301 East Orangethorpe Ave
Placentia, CA 92870

- *And* -

University of St. Augustine for Health Sciences

- Physical Therapy (PT)
- Occupational Therapy (OT)
- Speech-Language Pathology (SLP)*
- Nursing (MSN, DNP, PG Cert-FNP, PG Cert-PMHNP-PC)
- Physician Assistant (PA)

This Agreement is made and entered into this 11th day of October, 2023
(Effective Date) by and between Placentia Yorba Linda Unified School District
hereinafter known as the **Facility** and the **University of St. Augustine for Health Sciences**, hereinafter
known as the **University**.

- *RECITALS* -

The University is a provider of education for PT, OT, SLP, PA and Nursing students in master and doctorate entry-level, and post-professional master, doctorate, graduate certificate, and clinical residency programs. Such programs require in-depth, clinical experience for the students under supervision of competent health care providers in actual clinical conditions.

The Facility is a health care provider, health care practitioner, social service or academic institution and recognizes a benefit in fashioning an environment of collegiality, mentoring and respect for continuing academic efforts and research.

Now therefore, the parties agree as follows,

IT IS AGREED:

1. Duties of the University

- (a) Assume responsibility for continuing compliance with the educational standards of the appropriate

* The Master of Science (M.S.) education program in Speech-Language Pathology (distance education) at the University of St. Augustine for Health Sciences is accredited by the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association, 2200 Research Boulevard, #310, Rockville, MD 20850, 800-498-2071 or 301-296-5700.

accreditation and licensing bodies.

- (b) Designate a member of the faculty or staff to communicate with the Facility on all items pertinent to clinical education.
- (c) Notify the Facility about the planned schedule of student assignment, level of academic preparation, length and dates of internship assignments.
- (d) Refer to the Facility only those students who have completed the prerequisite didactic portion of the curriculum applicable to the Facility.
- (e) Inform the student of any specific requirements of the Facility for acceptance, uniform requirements if applicable and the necessity to conform to the standards, practices, policies and procedures of the Facility.
- (f) Require students to complete training on the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164 (collectively, the "Regulations") to the extent such laws and regulations apply during the term hereof. University shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations.
- (g) Require each student to carry a current medical insurance policy and be certified in CPR and first aid (first aid is required for OT, PT and SLP programs, BLS/CPR for Healthcare is required for PA Program) by the American Heart Association, and complete mandatory training in blood borne pathogens (OSHA).
- (h) Obtain and maintain at its own expense during the term of this Agreement, and any renewal hereof, a comprehensive liability policy including professional liability insuring the University against all claims for personal and bodily injury or death and property damage resulting from the performance of services by the University, its employees and students participating in the clinical training program on the Facility premises. Such insurance shall be in the amount of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate. University shall give immediate notice to Facility if any changes or lapse in policy should occur.
- (i) Obtain and maintain evidence that each student is in good general health, as determined by a physical examination, and that s/he is free from a health impairment, which is of potential risk to a patient or which might interfere with the performance of his/her duties, or any other condition which would interfere with ability to satisfy the requirement(s) of this Agreement and/or potentially create a risk to the health and safety of the Facility, its patients, staff, visitors, and other Affiliates and the student, him/herself.
- (j) Obtain and maintain evidence that each student has received (i) vaccination for measles, mumps and Rubella (MMR) or evidence of immunity through screening blood test and documentation of serologic evidence of immunity; (ii) Hepatitis B series vaccination or written declination, (iii) negative tuberculosis skin or blood testing (chest x-ray where indicated) established prior to clinical placement with annual renewal thereafter via self-assessed questionnaire; (iv) vaccination for Varicella or evidence of immunity screening blood test and documentation of serologic evidence of immunity; (v) Tdap vaccine, (vi) flu shot, and (vii) Texas campus - bacterial meningitis according to the Texas Higher Education Coordinating Board.

- (k) Post-professional OT and PT students must maintain a current license to practice in the state in which the residency is occurring. Nursing students must maintain a current unrestricted registered nurse (RN) license to practice nursing in the state in which the practicum is occurring.
- (l) Obtain and maintain evidence that each student has received a (i) fingerprint report; (ii) background check; and (iii) drug screen.
- (m) The University reserves the right to remove students from the affiliation when the learning experience does not meet the objectives of the University or if appropriate supervision and mentorship is not provided.

2. Duties of the Facility

- (a) Maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the affiliation.
- (b) Designate an individual who will be responsible for the coordination of services with the University, assisting in maintaining contracts and providing student orientation. Orientation shall include but is not limited to addressing appropriate facility/site specific security and safety measures.
- (c) Designate an individual who is the primary mentor to the student and is responsible for evaluation of student performance and planning clinical experiences. This clinical supervisor shall have at least one year of clinical experience in the area to be supervised. The student will work under the immediate and direct supervision of this individual.
 - Nursing preceptors will have a minimum of a master's degree and one year's experience.
- (d) Students may be assigned to more than one clinical supervisor/preceptor/educator. The facility is responsible for continuity and effective communication between the supervising clinicians to assure an appropriate learning environment and student performance evaluation.
 - Nursing: Designate or approve an individual who is the primary preceptor to the student and is responsible for planning practicum experiences and evaluation of student performance along with the practicum course faculty. This preceptor shall have a minimum of a master's degree and at least one year of specialty experience in the specialty area of the student (e.g., a preceptor serving as a preceptor for a nurse executive student must have at least one year of experience as a nurse executive). The student will work under the supervision of the preceptor.
- (e) Make available to the students the space, facilities, equipment and supplies necessary for rendering Facility directed patient care and treatment, including appropriate PPE as required by the facility and/or by state and federal guidelines.
- (f) Assist students with obtaining emergency medical care if they become ill or injured during their clinical affiliation, if medically appropriate and necessary. The student shall arrange for medical care beyond that of emergency nature. The student shall be responsible for the cost of emergency care and for the cost of any additional medical care beyond that.
- (g) Advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the internship.
- (h) Reserves the right to terminate students from the affiliation who do not comply with the Facility rules and

regulations, policies and procedures or who endanger patient health, welfare or safety.

- (i) Will provide the University with a written description of the objectives and the experience being offered. For post-professional students, these objectives are developed by mutual efforts of the facility, the University and the student.
- (j) Permit the student to participate in patient care services to the extent of their skill and training.
- (k) Will assure that equitable practices will be evident when assessing and evaluating student performance.

3. Mutual Duties of the University and the Facility

- (a) Establish the educational objectives for the fieldwork/clinical experience/clinical practicum experience and continually evaluate the effectiveness of the fieldwork/clinical experience/clinical practicum.
- (b) Agree that there shall be no unlawful discrimination concerning the affiliation based upon race, color, ancestry, religion, gender, sexual orientation, age, disability, or veteran status.
- (c) A dispute involving the discipline of a student while participating in a clinical experience shall be jointly addressed by the University clinical education faculty member, clinical supervisor/preceptor and student. The University Catalog/Handbook and Clinical or Fieldwork Education Handbook shall be used as the standard for policies and procedures for any unresolved disputes.
- (d) Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks, or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party and will cease all such usage immediately upon termination of this Agreement.
- (e) No failure by either party to insist upon strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- (f) Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- (g) Each party shall indemnify, defend and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorney fees and costs of defense) to any person or property arising from the performance of the terms and responsibilities under this Agreement caused by the negligent act or omission of the indemnifying party, its agents or employees. Nothing herein is intended or shall be construed to waive the Facility's entitlement to sovereign immunity, if applicable.
- (h) If either the University or the Facility becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the Program, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the alleged person, place and circumstances of the alleged incident and addresses of the available witnesses.
- (i) Students assigned to the Facility shall not be considered employees of the Facility.
- (j) The parties in this Agreement are independent contractors and agree and stipulate that this Agreement in

no way creates a partnership, joint venture, employment or agency relationship between the parties.

- (k) This Agreement may not be assigned by either party without the express written consent of the other.
- (l) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed and enforced under and in accordance with the laws of the State.
- (m) Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested.
- (n) The University provides continuing education opportunities to affiliated sites and employees who provide supervisor for students. The clinical site and employees warrant that payments and other things of value provided by the University under his Agreement will be used for the professional benefit of the site or employee and not for the personal benefit of any individual who might influence the awarding of clinical positions for USAHS students.

4. **Insurance**

University and Facility shall always each secure and maintain during the Term of this Agreement, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by University and Facility may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee
Commercial General Liability	\$1,000,000/\$2,000,000
Business Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage
Professional Liability:	\$1,000,000/\$3,000,000

Both University and Facility agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

5. **Renewal, Termination and Modification**

- a. This term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Effective Date ("Initial Term") unless earlier terminated in accordance with this Agreement or prohibited by state regulation. This Agreement may be renewed for an additional 3-year term only after approval by the facility.
- b. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall have been reduced to writing and signed by both parties.

- c. This Agreement may be terminated at any time by either party after ninety (90) days' notice of termination is served by one party on the other by US Mail, postage prepaid, Certified Mail, and Return Receipt Requested. Any notice of termination shall not affect the right of students then participating in the clinical program to complete their program.

6. Acceptance of this Agreement

- a. This Agreement shall not be considered accepted, approved or otherwise effective until the statutory or administratively required approvals and certifications, if any, have been given.
- b. This Agreement shall be governed and constituted in accordance with the laws of the State of California, and venue shall be in Orange County.
- c. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications, written or oral, with respect thereto. This Agreement may only be amended or modified by a writing duly executed by both Parties that expressly references and amends this Agreement.

7. Notices

All notices, or other communications provided for in this Agreement, by either party to the other, shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested.

If to the University: Ashley Carter, Contract Administrator
or
Kristen Logue, Contract Administrator
Clinical Services Department
University of St. Augustine
1 University Boulevard
St. Augustine, FL 32086

With a copy to: General Counsel, University of St. Augustine for Health Sciences
5401 LaCrosse Avenue, Austin, TX 78739

If to the Facility: Placentia Yorba Linda Unified School District
1301 East Orangethorpe Ave
Placentia, CA 92870

IN WITNESS WHEREOF, the parties have hereunto set their hands and sealed the

date and year first above written.

AS TO THE UNIVERSITY:

By: DocuSigned by:
Brian Goldstein, Ph.D.
C1F115548DCC4B4... _____

Brian Goldstein, Ph.D.
President and Chief Academic Officer (CAO)
University of St. Augustine for Health Sciences

Execution Date:

9/8/2023

AS TO THE FACILITY:

By: _____

Name: Gary Stine

Title: Assistant Superintendent, Administrative Services

Execution Date: _____

By: _____

Name: _____

Title: _____

Execution Date: _____

7/20/2017

Page 1 of 1

Director of Education
State of Michigan
Lansing, Michigan

10/10/2017

7/20/2017

10/10/2017

10/10/2017

10/10/2017

10/10/2017

10/10/2017

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
October 10, 2023**

**NOTICE OF ASSIGNMENT OF AFFILIATION AGREEMENT-UNIVERSITY OF PHOENIX, INC., OCTOBER 11, 2023-
JUNE 21, 2025**

BACKGROUND

The Placentia-Yorba Linda Unified School District and the University of Phoenix have enjoyed a partnership placing student teachers in our schools for several years. They are in the process of being acquired by a new nonprofit corporation, Four Three Education, Inc. (“Four Three”). The sole member of Four Three is the Regents of the University of Idaho, and University of Phoenix will be affiliated with University of Idaho through the sole member relationship. This transition will further strengthen academic offerings, increase investments in student support services, and improve operational efficiencies.

The current agreement with the University of Phoenix will remain in place and Four Three will continue to perform under the agreement upon the same terms and conditions as currently provided by the Agreement. The Agreement will continue in full force and effect after the closing of the transaction. Should the Transaction not close, then this agreement, including this Assignment, will be void and of no force and effect

Financial Impact

No financial impact to the district

Administrator

Dr. Issaic Gates, Assistant Superintendent of Human Resources



University of Phoenix

4035 S. Riverpoint Parkway
Phoenix, AZ 85040

Date: September 28, 2023

Re: Notice of Assignment of Affiliation Agreement with The University of Phoenix, Inc., including, without limitation, any amendments or renewals thereunder (the "*Agreement*").

Dear Sir or Madam:

As you might have heard, the University of Phoenix is in the process of being acquired by a new nonprofit corporation, Four Three Education, Inc. ("*Four Three*"), and such process will result in Four Three acquiring substantially all the assets of the University of Phoenix (the "*Transaction*"). The sole member of Four Three is the Regents of the University of Idaho, and University of Phoenix will be affiliated with University of Idaho through the sole member relationship. For University of Phoenix, this Transaction marks a pivotal moment in the institution's transformation and will empower the new University of Phoenix to further strengthen academic offerings, increase investments in student support services, and improve operational efficiencies.

As an important educational partner to the University of Phoenix, we are reaching out to you in an effort to make this transition as smooth as possible. In connection with the Transaction described above, the Agreement will be assigned from the University of Phoenix to Four Three, conditioned upon the closing of the Transaction (this "*Assignment*"). Pursuant to this Assignment, (a) University of Phoenix will assign, convey, sell, deliver and transfer to Four Three all of the rights, title, benefits, privileges and interest of University of Phoenix in and to the Agreement, effective as of the closing of the Transaction ("*Effective Date*"), and (b) Four Three will assume and agree to all obligations, duties and liabilities arising under the Agreement, as of the Effective Date of this Assignment.

Pursuant to the terms of the Agreement, the Assignment may be deemed an assignment or other transfer of the Agreement requiring consent to such assignment and transfer. Accordingly, we respectfully request that you hereby:

- (a) agree and consent to the assignment of the Agreement to Four Three in connection with the closing of the Transaction; and
- (b) waive any breach, default, right or obligation under the Agreement that may be triggered by the Transaction (including, without limitation, all notice or other procedural requirements set forth in the Agreement with respect to the Transaction).

This letter shall in no event be deemed an admission that your consent is required under the Agreement. Please sign below to indicate your acceptance of and agreement to the foregoing and return an executed copy as soon as possible.

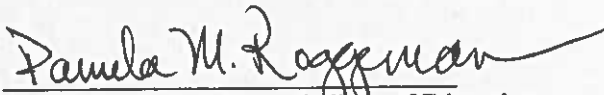
After the Transaction closes, Four Three will continue to perform under the Agreement upon the same terms and conditions as currently provided in the Agreement. The Agreement will continue in full

force and effect after the closing of the Transaction. Should the Transaction not close, then this letter, including this Assignment, will be void and of no force and effect.

If you have any questions, please do not hesitate to contact me at Amber.Guins@phoenix.edu. We appreciate your assistance and thank you in advance for your prompt attention to this request.

Sincerely,

THE UNIVERSITY OF PHOENIX, INC.

By: 
Pamela Roggeman, Dean College of Education

ACCEPTED AND AGREED:

By: _____

Name: Martha Suarez

Title: _____

Date: _____

SCHOOL, or at such other time as the parties agree.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Student teachers holding a 30 day sub permit are allowed to sub in their assigned classroom or other school site classrooms with the approval of university personnel.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.

9. STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and SCHOOL to complete their teaching internship (clinical practice) in their own classroom.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any

STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of California and shall in

all respects be interpreted, enforced, and governed by California laws.

11. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the UNIVERSITY must produce or account only for the executed counterpart of the party to be charged. Notwithstanding the foregoing, the SCHOOL and the UNIVERSITY may consent to electronic signatures for the purpose of executing this Agreement by email or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set for in this Agreement.

12. **Criterion for the Selection of District-Employed Supervisors (DES)**
The matching of student and district-employed supervisor (DES) must be a collaborative process between the SCHOOL AND UNIVERSITY.

The criterion for the selection of the DES is listed below:

1. DES holds a CLEAR Credential in the content area for which they are providing supervision
2. DES holds a minimum of five or more years of content area K-12 teaching experience.
3. DES must have demonstrated exemplary teaching practices, including excellence in: classroom management; student engagement; lesson planning, delivery, differentiation, and assessment; and mentorship of teachers and teacher candidates.
4. DES must be willing to model effective instructional practices and to guide, nurture, and provide daily feedback to our candidate
5. DES must allow the teacher candidate to complete state-mandated 4 weeks of solo teaching, and TPA assessment requirements, including video recording of students.

DES must complete the California Commission on Teacher Credentialing state required eight (8) hour training if they have not already met this requirement.

VIII. DISPUTE RESOLUTION

1. In the event a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement arises between the Parties, either Party may request by notice to the other Party that the dispute be escalated to the Parties' respective senior management personnel. Upon request, each Party's respective senior management personnel will conference by telephone or in person with the other Party's senior management personnel within a reasonable period of time not to exceed fifteen (15) calendar days of such notice to determine if the dispute may be resolved. If such senior management personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or

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If to the SCHOOL:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

Pamela Roggeman

Signature

Pamela Roggeman
Name

Dean, College of Education
Title

Phone Fax
Pamela.Roggeman@phoenix.edu

E-mail address
3/14/2022 | 1:50 PM PDT

Date

SCHOOL:

David Giordano

Signature

David Giordano
Name

Assistant Superintendent of Business Svcs
Title

(714) 985-8412 (714) 524-3034
Phone Fax

dgiordano@pylisd.org
E-mail address

3-9-22

Date

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
 CLASSIFIED HUMAN RESOURCES REPORT
 Board of Education Regular Meeting
 October 10, 2023**

<u>Retirement</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Linda Calvert	SPED Aide II	Parkview	06/13/24
Lupe Falls	Bus Driver	Transportation	12/29/23
Guadalupe Felix	Night Custodian	Esperanza	09/19/23

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Latifa Bakkal	Noon Duty Sprvsr	Glenknoll	09/19/23
Denisse Campos	Noon Duty Sprvsr	Brookhaven	06/15/23
Roseanne Christiansen	Noon Duty Sprvsr	Glenknoll	09/22/23
Vanessa Clavel	RBT	SPED	09/20/23
Ian Delaney	Child Care Tchr I	Golden	08/29/23
Sabrina Esqueda	SPED Aide II	Travis Ranch MS	09/26/23
Karen Estabrook	SPED Aide II	Wagner	09/08/23
Madison Horta	Instr Aide PE	Educational Svs	06/15/23
Jordan Iguchi	SPED Aide II	SPED	09/22/23
Maria Jaimes	Noon Duty Sprvsr	Tynes	06/15/23
Naira Khalid	SPED Aide I	Topaz	08/31/23
Alba Lopez	Noon Duty Sprvsr	Melrose	09/29/23
Susan Marlow	SPED Aide II Spec	Fairmont	09/05/23
Matthew McGraw	Instr Aide Music	Elementary Music	10/05/23
Patricia Medina	Child Dev Pres Edu	Wagner	09/07/23
Kathleen Molina	SPED Aide III	Fairmont	10/17/23
Kyara Montes-Duarte	SPED Aide II	Valencia	09/15/23
Hollie Nguyen-Tran	Child Care Tchr I	Bryant Ranch	08/23/23
Maricellis O'Brien	Health Clerk	Kraemer	10/06/23
Leanne Park	SLPA	SPED	09/06/23
Marsha Peckham	Child Care Tchr I	Linda Vista	09/18/23
Klarissa Pippin	Bus Attendant I	Transportation	09/06/23
Joseph Quintero	SPED Aide III	Lakeview	10/05/23
Jessica Salas	SPED Aide II	El Dorado	08/29/23
Stacie Salas	Noon Duty Sprvsr	Glenview	06/15/23
Dulce Sanchez Figueroa	Noon Duty Sprvsr	Melrose	06/15/23
Cassandra Tiscareno	Nutrition Svs Wkr	Nutrition Svs	08/29/23
Ryan Turner	Instr Aide Music	Valencia	09/29/23
Nicole Van Train	Instr Aide PE	Education Svs	06/15/23
Susana Velasco	SPED Aide II	Sierra Vista	06/15/23
Benjamin Vogt	Bus Driver	Transportation	09/15/23
Alissa Williams	Health Clerk	Mabel Paine	09/29/23

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Valerie Alcala	Ch Care Tchr I, FTE .4937	FTE .875	08/21/23
Jose Arredondo Alvarez	Floor Maint Worker	Facilities Maint Worker	09/25/23

Patricia Bahena	Ch Care Tchr I, FTE .4937	FTE .875	08/22/23
Tamara Barron	Health Clerk, FTE .4938	FTE .875	08/29/23
Rebekah Billinger	Temp RBT	Perm RBT	08/29/23
Tamara Brennan	Ch Care Tchr I, FTE .4375	FTE .875	08/21/23
Carolynn Burgess	Nutr Svs Prod Kit Ld, 7 hrs	7.5 hrs/day	08/29/23

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective (Cont'd)</u>
Stacy Calderon	SPED Aide II	Clerk I	08/29/23
Vanessa Clavel	Temp RBT	Perm RBT	08/29/23
Laura Cole	Ch Care Tchr I, FTE .4937	FTE .875	08/21/23
Gabriele Coughran	SPED Aide III	SPED Aide II	08/28/23
Maria Diaz	Nutr Svs Sat Kit Ld, 5.75 hrs	6 hrs/day	08/29/23
Regan Dierks	Ch Care Tchr I, FTE .4062	FTE .875	08/21/23
Faye Estrada	Health Clerk, FTE .4938	FTE .875	08/29/23
Larissa Forsyth	Ch Care Tchr I, FTE .4688	FTE .875	08/21/23
Rebecca Garcia-Weston	Health Clerk, FTE .4938	FTE .875	08/29/23
Sara Gonzalez	Bil Clerk I	Bil Sch/Comm Stu Adv	08/28/23
Alyna Hernandez	Clerk I	Account Tech I	09/20/23
Laura Herrera	Ch Dev Pre Edu, 18.75 hrs	19.75 hours/day	08/15/23
Zarina Kazalbash	Ch Care Tchr I, FTE .4690	FTE .875	08/21/23
Erika Lara	Ch Care Tchr I, FTE .25	FTE 1.0	08/15/23
Meredith Lynch	Temp RBT	Perm RBT	08/29/23
Karla Martinez	Ch Care Tchr I, FTE .4688	FTE 1.0	08/15/23
Araceli Moran	Confidential Clerk, 47%	Confidential Clerk, 100%	09/05/23
Raquel Moreno	Ch Care Tchr I, FTE .46875	FTE .875	08/21/23
Cameron Nunez	Ch Care Tchr I, FTE .6813	FTE .875	08/21/23
Rosa Padron	Nutr Svs Wkr, 3.5 hrs	3.75 hrs/day	08/29/23
Ei Ei Phyu	SPED Aide II	SPED Aide I	08/28/23
Belinda Piana	Health Clerk, FTE .4938	FTE .875	08/29/23
Caitlin Rachunok	Temp RBT	Perm RBT	08/29/23
Monica Robinson	Account Tech I	Account Tech II	10/10/23
Lizbeth Rodriguez	Ch Care Tchr I, FTE .49375	FTE .875	08/21/23
Katherine Rowles	Senior Clerk	Account Tech I	09/11/23
Fallyn Sahadat	Temp RBT	Perm RBT	08/29/23
Asmita Savalia	Nutr Svs Sat Kit Ld, 4.5 hrs	5.5 hrs/day	08/29/23
Elvira Servin	Night Custodian	Plant Coordinator I	08/09/23
Adam Shrake	Temp RBT	Perm RBT	08/29/23
Benita Skagen	Instr Aide PE	Clerk II	08/28/23
Vannary Yam	SPED Aide II	ELMT	09/12/23

Leave of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Ashley Balderas	SPED Aide III	Mabel Paine	Maternity	09/19/23-10/31/23
Ashley Balderas	SPED Aide III	Mabel Paine	Child Bonding	11/01/23-01/23/24
Sydney Barrett	SPED Aide III	Mabel Paine	Educational	09/11/23-11/03/23
Briana Tapia	SPED Aide II	Esperanza	Educational	09/11/23-12/08/23

Working Out of Class

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Andreia Bernat	Nutr Svs Wkr	Nutr Svs Sat Kit Lead	08/29/23-12/29/23
Ann Dahl	Nutr Svs Wkr	Nutr Svs Sat Kit Lead	08/29/23-12/29/23
Linda Gaunt	School Sec I	Sr School Sec	08/11/23-08/25/23
Laura Gonzalez	College & Career Tech	Bil School Sec II	08/21/23-06/28/24
Joanne Griego	Nutr Svs Wkr	Nutr Svs Sat Kit Lead	08/29/23-12/29/23
Jessica Griggs	Nutr Svs Wkr	Nutr Svs Sat Kit Lead	08/29/23-12/29/23
Maria Luna Madrigal	Acct Tech II	Department Sec	07/01/23-10/31/23
Stephanie Ochoa	Nutr Svs Wkr	Nutr Svs Sat Kit Lead	08/29/23-12/29/23
Nasreen Popal	Nutr Svs Wkr	Nutr Svs Sat Kit Lead	08/29/23-12/29/23

New Hire

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Jackie Allison	Ch Dev Presch Edu	Linda Vista	09/25/23
Karsen Asbury	Bus Driver	Transportation	08/22/23
Ana Ayala-Trevino	Instr Aide Music	Elementary Music	08/29/23
Elizabeth Ayllon	Academy Tutor	Ruby Drive	09/25/23
Maria Ayon	Child Care Ld Tchr	Sierra Vista	08/25/23
Elena Carrera	Child Care Tchr I	Van Buren	09/25/23
Kimberly Durkin	Account Clerk II	Fiscal Svs	08/21/23
Michelle Dwyer	SPED Aide II	Mabel Paine	08/28/23
Diana Dylla	Child Care Tchr I	Woodsboro	08/23/23
Lindsay Farer	Instr Aide PE	Educational Svs	08/29/23
Aimee Fierro	Child Care Tchr I	Glenknoll	08/21/23
Ana Flores	SPED Aide II Spec	SPED	08/28/23
Ana Flores	Academy Tutor	Rio Vista	09/14/23
Natalie Francis	SPED Aide II	George Key	08/28/23
Anasele Gonzalez	Bil Clerk I	Melrose	09/07/23
Ivette Hernandez	Ch Dev Presch Edu	Wagner	08/28/23
Fernando Juarez	Comp Instr Spec	Travis Ranch Elem	09/25/23
Cameron Justice	SPED Aide II	Venture Academy	08/28/23
Souheir Kabalaky	SPED Aide I	Bernardo Yorba	08/28/23
Jessica Lee	Child Care Tchr I	Bryant Ranch	08/21/23
Kuri Lopez Avelar	Academy Tutor	Expanded Lrng	08/29/23
Yesenia Lopez Ramirez	Bus Driver	Transportation	09/18/23
John Mata	Night Custodian	Fairmont	09/25/23
Patricia Medina	Child Dev Presch Edu	Wagner	09/01/23
Marisol Monroy	Child Care Tchr I	Sierra Vista	09/06/23
Stephanie Murillo	Child Dev Presch Edu	Bryant Ranch	08/15/23
Kyle Myers	Instr Aide Music	Esperanza	09/05/23
Karina Olea-Arias	Academy Tutor	Ruby Drive	08/29/23
Alondra Ortiz-Saenz	Child Care Tchr I	Golden	08/25/23
Hope Osborn	SPED Aide II Spec	Brookhaven	08/28/23
Tea Rice	Ch Dev Presch Edu	Expanded Lrng	08/28/23
Charles Robertson	Nutrition Svs Wkr	Nutrition Svs	08/29/23
Tita Royhob	Child Care Tchr I	Bryant Ranch	08/21/23
Estevan Salgado	Instr Aide PE	Educational Svs	08/29/23
Mikako Sernaque	SPED Aide I	Bernardo Yorba	08/28/23
Samira Slankard	Child Care Tchr I	Lakeview	09/12/23

Jennifer Swinney	Ch Dev Presch Edu	Bryant Ranch	09/01/23
Dominique Swistok	Nutrition Svs Wkr	Nutrition Svs	08/29/23
Cassandra Tiscareno	Nutrition Svs Wkr	Nutrition Svs	08/29/23
Lucy Vega	Bus Driver	Transportation	08/21/23
Anali Yslas	Comp Instr Spec	Mabel Paine	08/29/23

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Maher Abukhader	50	Theater Support	Use & Facilities	05/01/24-06/30/24
James Aksel	25	Video/Photography	Supt Office	08/29/23-06/13/24
Sarah Albillo	15	Student Support	SPED	09/18/23-10/20/23
Maria Alvarado	80	McKinney Vento Prg	Student Svs	06/14/24-06/28/24
Rosa Alvarado	50	Translation Svs	SPED	08/25/23-06/30/24
Hector Ampudia	1	Noon Duty Mtg	Travis Ranch	08/25/23-08/25/23
Nancy Arias Martinez	25	Materials Distr	Educational Svs	08/01/23-08/15/23

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Steven Arriaga	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Steven Arriaga	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Sadia Asad	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Elizabeth Ayllon	50	Translation Svs	SPED	08/25/23-06/30/24
Maria Baca	7	Top Readers Recess	Sierra Vista	08/29/23-06/13/24
Maria Baca	12	Supv/Orientation Mtg	Sierra Vista	08/25/23-08/28/23
Latifa Bakkal	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Eva Barba	100	Student Support	SPED	08/29/23-06/13/24
Eva Barba	100	Student Support	Mabel Paine	08/29/23-06/13/24
Eva Barba	60	Chromebook Distr	Technology	08/15/23-08/25/23
Michelle Barnes	12	Chromecart Prep	Technology	08/15/23-10/31/23
Sandra Barnes	100	Bus Aide	SPED	08/29/23-06/13/24
Sandra Barnes	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Tamaron Barron	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Betsy Basich	90	Student Support	Lakeview	08/29/23-06/13/24
Divia Bennett	4	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Maricela Bernal	35	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Andreia Bernat	4	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Vivian Bette	15	Noon Duty Mtgs	Lakeview	08/28/23-06/14/24
Tonjia Bier	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Tonjia Bier	80	Student Support	Linda Vista	08/29/23-06/13/24
Luke Bissell	100	Student Support	SPED	08/29/23-06/13/24
Robert Bissell	100	Student Support	SPED	08/29/23-06/13/24
Robert Bissell	20	Student Support	Lakeview	08/29/23-06/13/24
Regina Bloom	12	Chromebook Prep	Technology	09/15/23-10/31/23
Lana Boggess	15	Noon Duty Mtgs	Lakeview	08/28/23-06/14/24
Kaylee Bolin	150	Academy Tutoring	Expanded Lrng	08/29/23-12/22/23
Pam Bouch	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Paula Braseny	1	Noon Duty Mtg	Travis Ranch	08/25/23-08/25/23
Selina Brittain	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Linda Brocki	100	Student Support	Van Buren	08/29/23-06/13/24

Maria Bryant	33	Open Mtg/Kit Prep	Nutrition Svs	08/21/23-08/28/23
Veronica Burke	50	Translation Svs	SPED	08/25/23-06/30/24
Liza Cabrea	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Minerva Caldwell	150	Theater Support	Use & Facilities	08/31/23-10/31/23
Kristin Camacho	100	Student Support	Bernardo Yorba	08/29/23-06/13/24
Kristin Camacho	6	Instr Training	Bernardo Yorba	09/19/23-06/13/24
Gabriella Campos	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Gabriella Campos	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Tricia Canales	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Tricia Canales	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Patricia Cardenas	24	Clerical Support	El Dorado	08/01/23-08/31/23
Marina Carrasco-Hubl	10	Chromecart Prep	Technology	08/15/23-10/31/23
Jessica Carter	3	Student Support	SPED	08/29/23-08/31/23
Guiliana Cassinerio	5	Clerical Support	Kraemer	08/16/23-08/16/23
Veronica Castillo	86	Clerical Support	Lakeview	08/28/23-06/28/24
Sarah Cella	100	Bus Aide	SPED	08/29/23-06/13/24
Maria Cervantes	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Yolanda Cervantes	50	Translation Svs	SPED	08/25/23-06/30/24
Mayumi Chase	60	Chromebook Distr	Technology	08/14/23-08/25/23
Marisela Chavolla	100	Bus Support	SPED	08/29/23-06/13/24
Short Term				
Employee	NTE Hrs	Reason	Site	Effective (Cont'd)
Tim-Ping Cheng	100	Bus Support	SPED	08/29/23-06/13/24
Brenda Cheung	4	Registration	YLMS	08/22/23-08/22/23
Kim Chiles	50	Student Support	Van Buren	09/05/23-10/06/23
Nhi Chiu	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Rosie Christiansen	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Wendy Churnock	33	Open Mtg/Kit Prep	Nutrition Svs	08/21/23-08/28/23
Julie Cirata	4	Registration	YLMS	08/22/23-08/22/23
Julie Cirata	40	Tech Support	Technology	07/01/23-06/30/24
Elliott Clark	100	Bus Aide	SPED	08/29/23-06/13/24
Jina Clark	100	Student Support	Van Buren	08/29/23-06/13/24
Jessica Coghill	100	Student Support	SPED	08/29/23-06/13/24
Autumn Cohen	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Autumn Cohen	80	Student Support	Linda Vista	08/29/23-06/13/24
Bridget Colby	100	Student Support	SPED	09/13/23-06/28/24
Kasinee Colling	140	Nutr Svs Meetings	Nutrition Svs	08/03/23-08/28/23
Destiny Conwi	40	Tech Support	Technology	07/01/23-06/30/24
Jody Cook	14	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Karina Cooke	100	Bus Aide	SPED	08/29/23-06/13/24
Cliff Cooper	100	Student Support	SPED	08/29/23-06/13/24
Emma Corbell	100	Student Support	SPED	08/29/23-06/13/24
Linda Cotta	60	Chromebook Distr	Technology	08/14/23-08/25/23
Linda Cotta	40	Tech Support	Technology	07/01/23-06/30/24
Michael Crays	6	Instr Training	Bernardo Yorba	09/19/23-06/13/24
Debbie Cruz	2	Student Support	Glenknoll	08/28/23-08/28/23
Debbie Cruz	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Nicole Cryan	4	Student Support	Glenknoll	09/25/23-09/29/23

Lucette Cunningham	33	Open Mtg/Kit Prep	Nutrition Svs	08/21/23-08/28/23
Ann Dahl	14	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Leanne Daniels	100	Student Support	SPED	08/29/23-06/13/24
Jacqueline Darling	100	Student Support	Mabel Paine	08/29/23-06/13/24
Priscilla David	100	Student Support	SPED	08/29/23-06/13/24
Julie De Bie	2	Noon Duty Mtg	Rose Drive	08/28/23-08/28/23
Teresa De La Torre	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Arlene DeLeon	100	Student Support	Van Buren	08/29/23-11/03/23
Johanna De Leon	150	Academy Tutoring	Expanded Lrng	08/29/23-12/22/23
Maria De Prevoisin	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/23
Sebastian Delgado	100	Bus Aide	SPED	08/29/23-06/13/24
Abeizer Delgado Guzman	100	Bus Aide	SPED	08/29/23-06/13/24
Cassandra Delgadillo	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Cassandra Delgadillo	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Sherri Di Croce	50	Student Support	SPED	09/08/23-10/18/23
Maria Diaz	35	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Carrie DiMaggio	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Micaela Doppieri	100	Bus Aide	SPED	08/29/23-06/13/24
Rana El Maissi	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Catrina Eazell	10	Clerical Support	SPED	07/05/23-08/25/23
Catrina Eazell	45	Clerical Support	Rose Drive	08/22/23-06/14/24
Stephanie Edson	8	Clerical Support	Buena Vista	09/22/23-10/02/23
Carmen Esposito	100	Student Support	SPED	09/11/23-06/13/24
Sabrina Esqueda	2	Student Support	Travis Ranch Elem	09/12/23-09/15/23
Faye Estrada	50	Health Clerk Support	Health Svs	08/14/23-06/14/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Janet Fears	100	Bus Aide	SPED	08/29/23-06/13/24
Elena Ferrino	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Elena Ferrino	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Gladys Fetter	40	Tech Support	Technology	07/01/23-06/30/24
Julie Finnicum	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Giselle Fitz	75	Child Care Support	Expanded Learning	09/05/23-06/13/24
Lita Fleckenstein	100	Bus Aide	SPED	08/29/23-06/13/24
Alex Flor	13	Registration Support	YLHS	08/16/23-08/18/23
Alex Flor	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Judith Floray	100	Student Support	SPED	08/29/23-06/13/24
Heather Flores	150	Payroll Support	Fiscal Svs	09/05/23-12/31/23
Yvette Flores	100	Student Support	El Dorado	08/29/23-06/13/24
Yvette Flores	100	Student Support	SPED	08/29/23-06/13/24
Madeline Fox	100	Bus Support	SPED	08/29/23-06/13/24
Patricia Frank	2	Noon Duty Spv Mtg	Fairmont	08/28/23-08/28/23
Karen Fuentes	3	Supervision	Morse	08/28/23-08/31/23
Elizabeth Fuentes	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Elizabeth Fuentes	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Kari Fung	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Jennifer Gallegos	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Walter Galli	2	Noon Duty Mtg	Rose Drive	08/28/23-08/28/23

Ana Maria Garcia	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Belinda Garcia	20	Clerical Support	Glenview	08/28/23-06/28/24
Brittany Garcia	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Brittany Garcia	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Maria Garcia	45	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Becky Garcia-Weston	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Maria Garza	60	Chromebook Distr	Technology	08/15/23-08/25/23
Baylee Gaze	100	Student Support	Van Buren	08/29/23-09/29/23
Dannessa Gennawey-Taylor	10	Chromecart Prep	Technology	08/15/23-10/31/23
Julie Gibson	150	Student Safety Kramer		08/24/23-12/22/23
Kim Gill	100	Student Support	Bernardo Yorba	08/29/23-06/13/24
Kim Gill	6	Instr Training	Bernardo Yorba	09/19/23-06/13/24
Elham Golgouei	1	Noon Duty Mtg Travis Ranch		08/25/23-08/25/23
Anarosa Gomez	60	Comm Liaison	Topaz	08/07/23-06/14/24
Damaris Gomez	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Damaris Gomez	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Juan Gomez	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Nicole Gomez	10	Chromecart Prep	Technology	08/15/23-10/31/23
Annelise Gonzalez	100	Student Support	SPED	08/29/23-06/13/24
Clara Gonzalez	30	Translation Svs	Glenview	08/14/23-06/30/24
Leticia Gonzalez	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Yolanda Gonzalez	42	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Evelyn Gonzales Rivera	100	Student Support	SPED	08/29/23-06/13/24
Jennifer Goodman	4	Registration	YLMS	08/22/23-08/22/23
Wendy Grafton	100	Bus Aide	SPED	08/29/23-06/13/24
Darcy Gregg	100	Student Support	SPED	08/29/23-06/13/24
Kathy Gregory	3	Supervision	Mabel Paine	08/28/23-08/28/23
Joanne Griego	45	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Laurene Grigory	50	Clerical Support	Expanded Lrng	06/26/23-07/28/23
Emma Guirola	50	Translation Svs	SPED	08/25/23-06/30/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Douglas Gutierrez	100	Student Support	SPED	08/29/23-06/13/24
Gabriela Gutierrez	100	Community Liaison	Ruby Drive	08/07/23-06/27/24
Jose Gutierrez	64	Warehouse	Technology	09/01/23-01/15/24
Maria Gutierrez	100	Student Support	SPED	08/29/23-06/13/24
Tammie Hagen	20	Open School	Sierra Vista	08/21/23-08/28/23
Tammy Hanks	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Megan Harry	100	Student Support	SPED	08/29/23-06/13/24
Komala Hatjgeorge	60	Chromebook Distr	Technology	08/15/23-08/25/23
Elaine Hebert	40	Tech Support	Technology	07/01/23-06/30/24
Lydia Hermanson	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Alyna Hernandez	10	Use of Fac Support	Use of Facilities	09/11/23-09/19/23
Amy Hernandez	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Anna Hernandez	4	Student Support	Glenview	08/28/23-08/28/23
Esther Hernandez	75	Student Supervision	Expanded Lrng	09/06/23-06/13/24
Joshua Hernandez	150	Theater Support	Use of Facilities	09/01/23-09/30/23
Maria Hernandez	15	Registration	Bernardo Yorba	08/14/23-08/31/23

Maria Hernandez	100	Student Support	Bernardo Yorba	08/29/23-06/13/24
Maria Hernandez	6	Instr Training	Bernardo Yorba	09/19/23-06/13/24
Maria Hertzberg	50	Translation Svs	SPED	08/25/23-06/30/24
Mili Hernandez	40	Clerical Support	Melrose	08/01/23-09/29/23
Valerie Hibbard	150	Supervision	Expanded Lrng	08/29/23-06/13/24
Karina Hiebert	7	Top Reader Recess	Sierra Vista	08/29/23-06/13/24
Karina Hiebert	12	Supv/Orientation Mtg	Sierra Vista	08/25/23-08/28/23
Sabra Hill	36	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Nawal Hijazin	14	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Zan Hrubeniuk	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Betty Hsueh	2	Noon Duty Supv Mtg	Fairmont	08/28/23-08/28/23
Noemy Huerta	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Noemy Huerta	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Nicole Hunter	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Nicole Hunter	80	Student Support	Linda Vista	08/29/23-06/13/24
Julie Hutchinson	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Julie Hutchinson	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Katie Ibrahim	100	Student Support	SPED	09/19/23-11/17/23
Julie Imai	86	Clerical Support	Lakeview	08/28/23-06/28/24
Mark Iskander	150	Hardware Installation	Technology	09/01/23-10/31/23
Matthew Jackson	100	Student Support	SPED	08/29/23-06/13/24
Anna Jacob	100	Student Support	Mabel Paine	08/29/23-06/13/24
Daniel Jacob	100	Student Support	SPED	08/29/23-06/13/24
Destiny Jaramillo	100	Student Support	SPED	08/29/23-06/13/24
David Jimenez	100	Bus Aide	SPED	08/29/23-06/13/24
Jesus Jimenez	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Jesus Jimenez	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Sonia Jimenez	4	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Emily Job	40	Tech Support	Technology	07/01/23-06/30/24
Carmen Johnson	4	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Roberta Justice	150	Clerical Support	Expanded Lrng	09/25/23-06/30/24
Souiheir Kabalaki	6	Instr Training	Bernardo Yorba	09/19/23-06/13/24
Tamara Karahbi	100	Student Support	SPED	08/29/23-06/13/24
Joanna Keating Velasco	100	Bus Aide	SPED	08/29/23-06/13/24
Jesse Keenan	100	Student Support	SPED	08/29/23-06/13/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Jesse Keenan	1	Student Support	Fairmont	08/31/23-08/31/23
Pooja Khant	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Pamela Kibby	40	Tech Support	Technology	07/01/23-06/30/24
Brenda King	100	Student Support	Fairmont	08/29/23-06/13/24
Erica King	100	Student Support	Van Buren	08/29/23-06/13/24
Raenell Kistler	4	Student Support	Glenview	08/28/23-08/28/23
Shanda Kreidt	7	Materials Distr	Educational Svs	08/01/23-08/31/23
Jason Lander	100	Student Support	SPED	08/29/23-06/13/24
Angelica Lara Garica	100	Sudent Support	SPED	08/29/23-06/13/24
Natalie Larsen	86	Clerical Support	Lakeview	08/28/23-06/28/24
Nikki Lasley	50	Health Clerk Support	Health Svs	08/14/23-06/14/24

Ashley Lawton	100	Bus Aide	SPED	08/29/23-06/13/24
Helen Lee	100	Student Support	SPED	08/29/23-06/13/24
Janna Lee	100	Student Support	Fairmont	08/29/23-06/13/24
Shellie Lee	1	Noon Duty Mtg Travis Ranch		08/25/23-08/25/23
Tamara Lefler	3	Supervision	Mabel Paine	08/28/23-08/28/23
Tamara Lefler	6	Noon Sup Mtg Prep	Mabel Paine	08/28/23-09/08/23
Tamara Lefler	10	Supervision	Mabel Paine	10/02/23-06/13/24
Maria Ana Lepe-Robles	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Lavonia Lewis	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Jennifer Littrell	150	Clerical Support	Expanded Lrng	08/28/23-06/30/24
Kyle Lopez	100	Tutoring	Buena Vista	09/18/23-06/13/24
Kuri Lopez Avelar	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Marissa Lopez	100	Student Support	SPED	08/29/23-06/13/24
Guadalupe Lord	30	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Golnaz Lotfalipour	100	Student Support	SPED	08/29/23-06/13/24
Celina Loya	33	Open Mtg/Kit Prep	Nutrition Svs	08/21/23-08/28/23
Viviana Lozano	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Evangelina Lozoya	100	Student Support	SPED	08/29/23-06/13/24
Brandon Lubello	15	Student Support	Esperanza	09/09/23-06/14/24
Brandon Lubello	100	Student Support	SPED	08/29/23-06/13/24
Yesenia Luna	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Veronica Macias	47	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Alicia Manzanarez	100	Bus Aide	SPED	08/29/23-06/13/24
Michelle Masciale	100	Student Support	SPED	08/29/23-06/13/24
Jessica McConnell	7	Top Reader Recess	Sierra Vista	08/29/23-06/13/24
Jessica McConnell	12	Supv/Orientation Mtg	Sierra Vista	08/25/23-08/28/23
Matthew McGraw	15	Elem Music Support	Elem Music	06/16/23-06/23/23
Susan Medellin	75	Medi-cal Billing	SPED	08/29/23-06/14/24
Susan Medellin	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Maria Mendoza	3	Supervision	Mabel Paine	08/28/23-08/28/23
Tracy Meyer	25	Clerical Support	Rose Drive	08/29/23-06/14/24
Tracy Meyer	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Samah Mezher	7	Top Reader Recess	Sierra Vista	08/29/23-06/13/24
Samah Mezher	12	Supv/Orientation Mtg	Sierra Vista	08/25/23-08/28/23
Danielle Miller	7	Top Reader Recess	Sierra Vista	08/29/23-06/13/24
Danielle Miller	12	Supv/Orientation Mtg	Sierra Vista	08/25/23-08/28/23
Kathy Miller	100	Bus Aide	SPED	08/29/23-06/13/24
Natalie Miranda	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Natalie Miranda	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Claudia Monge	1	Student Supv	Ruby Drive	08/25/23-08/25/23

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Samantha Moore	100	Bus Aide	SPED	08/29/23-06/13/24
Jeannine Morales	100	Bus Aide	SPED	08/29/23-06/13/24
Ana Moran Rodriguez	75	ASES Stud Supv	Expanded Lrng	09/20/23-06/13/24
Armando Moreno	40	Custodial Training	Custodial	09/25/23-10/03/23
Armando Moreno	60	Ath Equip Trng	Esperanza	09/07/23-09/29/23
Monique Moreno	100	Student Support	Mabel Paine	08/29/23-06/13/24

Robert Moreno	150	AVID Tutoring	Kraemer	09/21/23-02/29/24
Shawna Morris	100	Student Support	SPED	08/29/23-06/13/24
Meena Motwani	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Sustiana Mudarsih	15	Noon Duty Mtgs	Lakeview	08/28/23-06/14/24
Heather Murphy	20	Clerical Support	Maintenance	09/01/23-09/08/23
Heather Murphy	150	Clerical Support	Maintenance	10/16/23-11/17/23
Zuri Navarrete	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Jennifer Neal	8	Summer Maint Wk	Maintenance	08/30/23-08/30/23
Kevin Negron	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Kevin Negron	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Nancy Nichols	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Jasmin Niebla	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Shannon Niemeyer	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Saharai Nunez Yeo	7	Top Reader Recess	Sierra Vista	08/29/23-06/13/24
Saharai Nunez Yeo	12	Supv/Orientation Mtg	Sierra Vista	08/25/23-08/28/23
Jesus Oaxaca	19	Registration Support	YLHS	08/14/23-08/18/23
Mari O'Brien	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Stephanie Ochoa	42	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Martha Okuno	50	Translation Svs	SPED	08/25/23-06/30/24
Martha Okuno	2	Translation Svs	George Key	08/28/23-08/28/23
Karina Olea-Arias	60	Academy Tutor Prep	Expanded Lrng	08/16/23-08/28/23
Rini Olial	30	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Diane Oropeza	100	Student Support	Mabel Paine	08/29/23-06/13/24
Gabriel Padilla	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Gabriel Padilla	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Rosa Padron	21	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Kristina Panagiotou	100	Bus Support	SPED	08/29/23-06/13/24
Usha Parikh	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Lauren Parkes	100	Bus Aide	SPED	08/29/23-06/13/24
Nicole Parmenter	10	Chromecart Prep	Technology	08/15/23-10/31/23
Dipti Patel	2	Student Support	Glenknoll	08/28/23-08/28/23
Dipti Patel	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Hiral Patel	4	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Marsha Peckham	100	Student Support	Mabel Paine	08/29/23-06/13/24
Samantha Peralta	15	Noon Duty Mtgs	Lakeview	08/28/23-06/14/24
Rick Perske	1	Noon Duty Mtg	Travis Ranch	08/25/23-08/25/23
Melissa Peterson	25	Chromebook Distr	Technology	08/14/23-08/25/23
Belinda Piana	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Alicia Picazo	42	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Elizabeth Pillion	47	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Carol Pina	1	Student Supv	Ruby Drive	08/25/23-08/25/23
Alisa Pinoliar	3	Staff Mtg	Tuffree	08/24/23-08/24/23
Preston Pope	1	Health Training	SPED	09/11/23-09/15/23
Aleen Quero-Ortiz	1	Health Training	SPED	09/11/23-09/15/23
Carly Radomski	3	Supervision	Linda Vista	08/25/23-08/25/23

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Carly Radomski	80	Student Support	Linda Vista	08/29/23-06/13/24

Carly Radomski	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Leslie Ramirez	50	Translation Svs	SPED	08/25/23-06/30/24
Lucia Ramirez	15	Noon Duty Mtgs	Lakeview	08/28/23-06/14/24
Chloe Ramos	25	Student Support	El Dorado	09/09/23-06/13/24
Chloe Ramos	3	Student Support	SPED	08/29/23-08/31/23
Maria Ramos	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Maria Ramos	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Gabriella Ramos-Pina	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Isabel Ramos Pina	33	Open Mtg/Kit Prep	Nutrition Svs	08/21/23-08/28/23
Gabriela Ramos-Pina	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Blanca Raya	10	Registration	Expanded Lrng	08/03/23-08/15/23
Sabrina Reimbold	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Selena Renteria	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Selena Renteria	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Soledad Resendiz	100	Student Support	SPED	08/29/23-06/13/24
Sheila Richards	100	Bus Aide	SPED	08/29/23-06/13/24
Tay Riley	30	Chromebook Prep	Technology	08/15/23-09/15/23
Kimberly Rodriguez	100	Student Support	SPED	08/29/23-06/13/24
Alan Rodriguez-Castro	50	Theater Support	Use of Facilities	05/01/24-06/30/24
Steven Rodriguez	100	Student Support	SPED	08/29/23-06/13/24
Joseph Rojas Granja	100	Student Support	El Dorado	08/29/23-06/13/24
Leonor Rollins	2	Student Supv	Fairmont	08/28/23-08/28/23
Leonor Rollins	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Mabelle Roncancio	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Noelia Ruiz	4	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Diane Michelle Ruvalcaba	150	Hardware Installation	Technology	09/01/23-10/31/23
Irma Sanchez	1	Translation Svs	Ruby Drive	08/31/23-08/31/23
Irma Sanchez	60	Comm Liaison	Topaz	08/07/23-06/14/24
Irma Sanchez	100	Clerical Support	FRC	09/05/23-06/13/24
Krystal Sanchez	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Martina Sandoval	100	Office Support	Student Svs	08/28/23-05/17/24
Krystal Sanchez	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Viviana Sanmartini	15	Noon Duty Mtgs	Lakeview	08/28/23-06/14/24
Cali Santamaria	40	Tech Support	Technology	07/01/23-06/30/24
Samina Sarfraz	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Kira Schmitt	100	Student Support	SPED	08/29/23-06/13/24
Michele Sempell	25	Clerical Support	Linda Vista	08/21/23-06/14/24
Mikako Sernaque	6	Instr Training	Bernardo Yorba	09/19/23-06/13/24
Edith Serrano	100	Student Support	SPED	08/29/23-06/13/24
Meenakshi Shelar	100	Student Support	Fairmont	08/29/23-06/13/24
ShuLin Shen	50	Translation Svs	SPED	08/25/23-06/30/24
Citlalli Silva	100	Student Support	Mabel Paine	08/29/23-06/13/24
Joan Simmons	86	Clerical Support	Lakeview	08/28/23-06/28/24
Joan Sircable	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Yvette Skow	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Patricia Solorio-Cisneros	100	Student Support	SPED	08/29/23-06/13/24
Poovama Somaiah	140	Nutr Svs Meetings	Nutrition Svs	08/03/23-08/28/23
Breanne Sotelo	100	Student Support	SPED	08/29/23-06/13/24

Jeannine Soteres	86	Clerical Support	Lakeview	08/28/23-06/28/24
Michelle Spoonhower	100	Bus Aide	SPED	08/29/23-06/13/24
Short Term				
Employee	NTE Hrs	Reason	Site	Effective (Cont'd)
Christopher St. Aubin	50	Theater Support	Use of Facilities	05/01/24-06/30/24
Theresa Stanford	100	Bus Aide	SPED	08/29/23-06/13/24
Terumi Strickler	45	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Jaya Subramaniam	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Kimmi Swift	4	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Danae Tagalao	100	Student Support	El Dorado	08/29/23-06/13/24
Danae Tagalao	100	Student Support	SPED	08/29/23-06/13/24
Amy Taylor	4	Clerical Support	YLHS	08/18/23-08/18/23
Julie Taylor	2	Student Supv	Fairmont	08/28/23-08/28/23
Julie Taylor	2	Noon Duty Supv Mtg	Fairmont	08/28/23-06/28/24
Colleen Tolley	100	Bus Aide	SPED	08/29/23-06/13/24
Mike Torres	40	Nutr Svs Mtg	Nutrition Svs	08/21/23-08/28/23
Stacie Torrez	150	Student Support	TRMS	08/29/23-06/14/24
Stacie Torrez	1	Noon Duty Mtg	Travis Ranch	08/25/23-08/25/23
Archelle Tovarq	50	Health Clerk Support	Health Svs	08/14/23-06/14/24
Patty Trejo	100	Bus Aide	SPED	08/29/23-06/13/24
Vincent Trinh	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Vincent Trinh	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Amy Troup	40	Tech Support	Technology	07/01/23-06/30/24
Jonathan Tune	150	Auditorium Tech	Use of Facilities	09/01/23-09/30/23
Maria Vega	39	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Yolanda Velasquez	20	Training/Start Up	Health Svs	08/28/23-06/13/24
Jacqueline Vera	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Betti Verduzco	150	Student Support	Tynes	10/02/23-12/22/23
Betti Verduzco	75	Supervision	Expanded Lrng	08/29/23-06/13/24
Christy Vis	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Christy Vis	80	Student Support	Linda Vista	08/29/23-06/13/24
Rebekah Viselli	100	Bus Aide	SPED	08/29/23-06/13/24
Liliana Vitela	150	Academy Tutoring	Expanded Lrng	08/29/23-06/14/24
Liliana Vitela	60	Prg Prep/Staff Dev	Expanded Lrng	08/14/23-08/28/23
Ramiro Vitela	8	Nutr Svs Training	Nutrition Svs	09/01/23-09/05/23
Matthew Wada	24	Registration	Valencia	08/14/23-08/18/23
Eva Walcek	16	Nutr Svs Meetings	Nutrition Svs	08/23/23-08/28/23
Robin Walden	150	Student Support	Tynes	10/02/23-12/22/23
Robin Walden	75	Supervision	Expanded Lrng	08/29/23-06/13/24
Deborah Walker	42	Materials Distr	Educational Svs	07/03/23-08/21/23
Deborah Walker	16	Registration	El Dorado	08/01/23-08/31/23
Stacy Wallace	100	Student Support	SPED	08/29/23-06/13/24
Claudia Welch	24	Registration Support	YLHS	08/08/23-08/11/23
Kendall Wheeler	100	Student Support	SPED	08/29/23-06/13/24
Kathleen Wicks	47	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Maggie William	44	Open Mtg/Site Visit	Nutrition Svs	08/21/23-08/28/23
Elizabeth Woodling	64	Data Entry	Ed Svs	08/31/23-10/27/23
Laura Woolard	100	Bus Aide	SPED	08/29/23-06/13/24

Cong Xu	50	Translation Svs	SPED	08/25/23-06/30/24
Brooke Ybarra	2	Noon Duty Trng	Glenknoll	08/30/23-08/31/23
Teresa Yochum	2	Noon Sup Mtg	Linda Vista	08/28/23-08/28/23
Teresa Yochum	80	Student Support	Linda Vista	08/29/23-06/13/24
Bao Yu	60	Chromebook Distr	Technology	08/14/23-08/25/23
Michelle Yurina	100	Bus Aide	SPED	08/29/23-06/13/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Stephanie Zargoza	3	Supervision	Morse	08/28/23-08/31/23
Dinan Zhao	15	Noon Duty Mtgs	Lakeview	08/28/23-06/14/24

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Carlee Anderson	School Sec I	Mabel Paine	08/16/23-08/25/23
Vivian Bette	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Tonjia Bier	School Sec II	Bernardo Yorba	08/07/23-06/28/24
Tonjia Bier	Clerk III, Att Clerk	Bernardo Yorba	08/10/23-06/28/24
Robert Bissell	SPED Aide I,II	SPED	08/29/23-06/13/24
Angela Bragg	SPED Aide I,II	SPED	08/29/23-06/13/24
Rebecca Burciaga	Nutr Svs Wkr	Nutrition Svs	08/29/23-12/29/23
Leczi Calvo Gonzalez	College & Career Tech	El Camino	08/23/23-06/28/24
Tricia Canales	Academy Tutor	Expanded Lrng	08/29/23-06/13/24
Veronica Castillo	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Marco Cervantes	Academy Tutor	Expanded Lrng	08/29/23-06/13/24
Caleb Chu	Tech Support Specialist	Technology	08/28/23-06/30/24
Becky Davis	Health Clerk	Health Svs	08/29/23-06/13/24
Cassandra Delgadillo	Academy Tutor	Expanded Lrng	09/05/23-06/13/24
Catrina Eazell	Account Clerk	Fiscal Svs	08/07/23-09/30/23
Catrina Eazell	Clerk I, Sec I	Rose Drive	08/29/23-06/14/24
Stephanie Edson	School Sec I	Parkview	08/29/23-06/13/24
Joan Fillion	Account Clerk	Fiscal Svs	08/07/23-09/30/23
Giselle Fitz	Academy Tutor	Expanded Lrng	09/05/23-06/13/24
Ana Flores	LVN	Health Svs	08/29/23-06/13/24
Stephanie Forshee	SPED Aide I,II	SPED	08/29/23-06/13/24
Jennifer Fyne	SPED Aide I,II	SPED	08/29/23-06/13/24
Yvette Giordano	Health Clerk	Health Svs	08/29/23-06/13/24
Anasele Gonzalez	Bil Sch/Comm Stu Adv	Melrose	09/11/23-06/28/24
Brandon Gooch	Tech Support Spec	Technology	08/10/23-06/30/24
Laurene Grigory	School Sec I	Mabel Paine	08/16/23-08/25/23
Laurene Grigory	School Sec I	Mabel Paine	09/05/23-06/13/24
Michelle Guerrero	Student Support	SPED	08/29/23-06/13/24
Tammie Hagen	School Sec I	Sierra Vista	08/14/23-06/13/24
Cindy Hansen	Clerk III, Att Clerk	Bernardo Yorba	08/10/23-06/28/24
Abraham Hernandez	SPED Aide II	Executive Svs	08/31/23-06/13/24
Mili Hernandez	Bil Sch/Comm Stu Adv	Melrose	09/11/23-06/28/24
Julie Imai	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Matthew Jackson	SPED Aide I,II	SPED	08/30/23-06/13/24

Deborah Jaeckel	Student Support	SPED	08/29/23-11/03/23
Linda Juster-Hagar	Health Clerk	Health Svs	08/29/23-06/13/24
Roberta Justice	School Sec I	Wagner	08/21/23-06/30/24
Tamarah Karahbi	SPED Aide I,II	SPED	09/01/23-06/13/24
Naira Khalid	SPED Aide I,II	SPED	09/05/23-06/13/24
Barrie Kurimay	Health Clerk	Health Svs	08/29/23-06/13/24
Natalie Larsen	School Sec I	Parkview	08/29/23-06/13/24
Natalie Larsen	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Erin Lee	SPED Aide I,II	SPED	08/29/23-06/13/24
Debi Maney	Health Clerk	Health Svs	08/29/23-06/13/24
Susan Marlow	SPED Aide I,II	SPED	09/05/23-06/13/24
Carol Martinez	Clerk II	Student Svs	08/01/23-06/28/24

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Tracy Meyer	Clerk I, Sec I	Rose Drive	08/29/23-06/14/24
Natalie Miranda	Academy Tutor	Expanded Lrng	09/05/23-06/13/24
Marlisa Montag	School Sec I	Parkview	08/29/23-06/13/24
Heather Murphy	School Sec II	Bernardo Yorba	08/07/23-06/28/24
Heather Murphy	Clerk III, Att Clerk	Bernardo Yorba	08/10/23-06/28/24
Heather Murphy	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Hayden Nighswonger	Academy Tutor	Ruby Drive	09/05/23-06/13/24
Barbara Ohail	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Anna Ordorica	Health Clerk	Health Svs	08/29/23-06/13/24
Rozanne Pereya	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Melissa Peterson	Health Clerk	Health Svs	08/29/23-06/13/24
Elisabeth Pilgrim	Health Clerk	Health Svs	09/05/23-06/13/24
Karen Qsar	Clerk III	Kraemer	08/14/23-08/24/23
Karen Qsar	Health Clerk	Health Svs	08/29/23-06/13/24
Amaya Quintero	SPED Aide I,II	SPED	08/29/23-06/13/24
Leslie Ramirez	Bil Sch/Comm Stu Adv	Melrose	09/11/23-06/28/24
Arielle Redira	SPED Aide I,II,III	SPED	09/01/23-06/13/24
Selena Renteria	Academy Tutor	Expanded Lrng	09/05/23-06/13/24
Soledad Resendiz	SPED Aide III	SPED	07/31/23-08/25/23
Katelyn Rongen	SPED Aide I,II	SPED	08/29/23-06/13/24
Jessica Ruggles	SPED Aide I,II	SPED	08/29/23-06/13/24
Estevan Salgado	Instr Aide PE	Educational Svs	08/09/23-06/13/24
Cassandra Segura	SPED Aide I,II	SPED	08/29/23-06/13/24
Joan Simmons	Account Tech II	SPED	08/07/23-11/03/23
Joan Simmons	School Sec I	Glenknoll	08/28/23-06/14/24
Joan Simmons	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Roxanne Skovira	SPED Aide I,II	SPED	08/29/23-06/13/24
Jeanine Soteres	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Amy Taylor	School Sec I	Glenknoll	08/28/23-06/14/24
Lara Thomas	Health Clerk	Health Svs	08/29/23-06/13/24
Mike Torres	Delivery Driver	Nutrition Svs	02/09/23-06/16/23
Mike Torres	Delivery Driver	Nutrition Svs	08/29/23-12/29/23
Brenda Uriostegui	Nutr Svs Wkr	Nutrition Svs	08/29/23-12/29/23
Susana Velasco	SPED Aide I,II	SPED	08/29/23-06/13/24

Yolanda Velasquez	Health Clerk	Health Svs	08/29/23-06/13/24
April Weekley	Health Clerk	Health Svs	08/29/23-06/13/24
Kendall Wheeler	SPED Aide I,II	SPED	08/29/23-06/13/24
Elizabeth Woodling	Clerk I, School Sec I	Lakeview	08/28/23-06/28/24
Elizabeth Woodling	Secretary I	Ed Svs	09/05/23-06/28/24
Victor Zapiain	Academy Tutor	Expanded Lrng	09/05/23-06/13/24
Yifan Zhao	Student Support	SPED	08/29/23-06/13/24

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Vidal Arista	Cross Country	YLHS	\$3501	08/31/23-11/04/23
Jeanette Besheer-Hogan	After School Enrichmnt	Kraemer	\$800	08/24/23-06/13/24
Donald Campbell	Cross Country	YLHS	\$2917	08/31/23-11/04/23
Ariana Cruz	Color Guard	YLHS	\$1751	08/29/23-06/13/24
Galen Diaz	Boys Water Polo	Esperanza	\$3501	08/21/23-10/28/23
Mirza Gallardo	Cross Country	YLHS	\$2917	08/31/23-11/04/23
Carson Gonzalez	Girls Volleyball	YLHS	\$2917	08/12/23-10/14/23

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Brittany Amaya	Girls Water Polo	YLHS	\$3501	10/11/23-06/14/24
Vincent Ayala	Baseball	Esperanza	\$4375	10/11/23-06/14/24
Tony Johnson	Girls Tennis	YLHS	\$2917	08/21/23-10/28/23
Ly Kursits	Girls Tennis	YLHS	\$3792	08/21/23-10/28/23
Alex Le	Girls Golf	Esperanza	\$2917	08/21/23-10/21/23
Kyle Myers	Band	Esperanza	\$551/mo	09/05/23-06/14/24
William Nardi	Girls Tennis	Esperanza	\$2917	08/21/23-10/28/23
William (Davis) Nardi	Girls Tennis	Esperanza	\$3792	08/21/23-10/28/23
Caden Perkins	Girls Volleyball	YLHS	\$2917	08/12/23-10/14/23
Ani Ramos	NJHS	Kraemer	\$2042	08/29/23-06/13/24
William Ray	Football	YLHS	\$3792	08/18/23-10/27/23
Richard Toro	Girls Golf	YLHS	\$2917	08/21/23-10/21/23
Sypen Van	Pepster	Esperanza	\$2042	08/25/23-01/26/24

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Madisyn Adams	Cheer/Song	Esperanza	\$800/mo	09/01/23-06/14/24
Aubrey Aguilar Kettering	Dance	Esperanza	\$1000/mo	09/01/23-06/14/24
Rama Alessa	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Rosa Alvarado	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Gary Bowers	Football	YLHS	\$3792	08/18/23-10/27/23
Katie Bowers	Pepsters	YLHS	\$450/mo	08/29/23-06/13/24
Rich Burrell	Football	YLHS	\$3792	08/18/23-10/27/23
Brian Cazaras	Football	YLHS	\$2500	08/18/23-10/27/23
Sarah Chapman	Pepsters	YLHS	\$750/mo	08/29/23-06/13/24
Hannah Clark	Band	El Dorado	\$500/mo	08/01/23-06/28/24
Paul Cotton	Band Camp	YLMS	\$500	08/14/23-08/18/23
Ariana Cruz	Color Guard	YLHS	\$1320/mo	08/29/23-12/30/23
Jessica Diaz	Boys Water Polo	Esperanza	\$2917	08/21/23-10/28/23

Oneyda Diaz	Event Supervision	Valencia	\$1800	07/01/23-06/30/24
Steve Di Tolla	Football	YLHS	\$3792	08/18/23-10/27/23
Darius Fazli	Football	YLHS	\$3792	08/18/23-10/27/23
Alex Flor	Event Supervision	YLHS	\$2000	08/01/23-06/14/24
Salvador Flores	Football	YLHS	\$3792	08/18/23-10/27/23
Jazmine Garcia	ASB Camp	YLHS	\$750	08/08/23-08/10/23
Maria Garza	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Maria Lorena Gonzalez	Event Supervision	Valencia	\$1800	07/01/23-06/30/24
Sean Gordon	Band	El Dorado	\$900/mo	08/14/23-06/28/24
Kailani Grider	Band	El Dorado	\$700/mo	08/14/23-06/28/24
Anthony Griego	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Joanne Griego	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Jenifer Guldner	Band	El Dorado	\$600/mo	08/14/23-06/16/24
Michell Hautea	Band	Esperanza	\$1200/mo	09/01/23-06/14/24
Colleen Hayashi	ASB Camp	YLHS	\$750	07/27/23-07/29/23
Colleen Hayashi	Event Supervision	YLHS	\$1000	08/07/23-06/14/24
Hyk Kim	Orchestra	El Dorado	\$720/mo	09/05/23-06/14/24
Anna Kupernov	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Odalys Laborde	Event Supervision	Valencia	\$1800	07/01/23-06/30/24
Gianna Lopez	Song	YLHS	\$400/mo	09/22/23-06/13/24
Sabrina Lundberg	Pepsters	YLHS	\$1000/mo	08/29/23-06/13/24
Sabrina Lundberg	Pepsters Choreography	YLHS	\$7000	11/01/23-11/30/23

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Tina Lyons	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Sergio Marquez	Band	El Dorado	\$700/mo	08/01/23-06/28/24
John May	Band	El Dorado	\$3000	08/14/23-06/28/24
Jay Mericle	Boys Water Polo	Esperanza	\$2917	08/21/23-10/28/23
Daniel Noh	Orchestra	El Dorado	\$720/mo	09/05/23-06/14/24
Jesus Oaxaca	Event Supervision	YLHS	\$2000	08/01/23-06/14/24
Chris Orona	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Tristan Parker	Speech/Debate	YLHS	\$660/mo	09/01/23-06/14/24
Tristan Parker	Speech/Debate Judging	YLHS	\$1500	09/01/23-06/14/24
Colin Powers	Boys Water Polo	YLHS	\$2917	08/21/23-10/28/23
Rose Queen	Color Guard	El Dorado	\$500/mo	08/16/23-05/31/24
Alejandra Quintero	Event Supervision	YLHS	\$1000	08/07/23-06/14/24
William Ray	Event Supervision	YLHS	\$2000	08/01/23-06/14/24
Lara Raymond	Event Supervision	Valencia	\$1800	07/01/23-06/30/24
Margaret Reddick	Cheer	YLHS	\$1000/mo	08/29/23-06/13/24
Margaret Reddick	Cheer Choreography	YLHS	\$1000	02/01/24-02/29/24
Grace Redmond	Band	Esperanza	\$350/mo	09/01/23-06/14/24
Alfredo Roman	Event Supervision	YLHS	\$2000	08/01/23-06/14/24
Chris Schmitz	Band	El Dorado	\$600/mo	08/16/23-11/30/23
Jennifer Schniepp	Theater	El Dorado	\$600/mo	09/05/23-06/14/24
Darlene Schreiber-Seitz	Event Supervision	Esperanza	\$1500	08/01/23-06/30/24
Claudia Serna	Event Supervision	Valencia	\$1800	07/01/23-06/30/24
Richard Shube	Pepsters	YLHS	\$1000/mo	08/29/23-06/13/24
Richard Shube	Pepsters Choreography	YLHS	\$1000	02/01/24-02/29/24

Ashlynn Siler	Dance		Esperanza	\$500/mo	09/01/23-06/14/24
Mala Somaiah	Event Supervision	Valencia	\$1800		07/01/23-06/30/24
Shannon Steen	Dance	El Dorado	\$1845/mo		08/29/23-06/14/24
Mitchell Stutz	Football	YLHS	\$3792		08/18/23-10/27/23
Laurana Tetzlaff	Band		Esperanza	\$250/mo	09/01/23-06/14/24
Raymond Tintari	Band		Esperanza	\$875/mo	09/01/23-06/14/24
Richard Toro	Event Supervision	YLHS	\$2000		08/01/23-06/14/24
My Tran	Choir	El Dorado	\$1890/mo		08/01/23-06/14/24
James Valverde	Girls Basketball		Esperanza	\$3700	09/01/23-11/05/23
Sypen Van	Cheer/Song	Esperanza	\$1900/mo		09/01/23-06/14/24
Whitley Wasson	Percussion		Kraemer	\$200/mo	09/01/23-06/13/24
Leela Whatley	Band		Esperanza	\$650/mo	09/01/23-06/14/24
Claudia Welch	Event Supervision	YLHS	\$1000		08/07/23-06/14/24
Abby Young	Girls Volleyball	YLHS	\$2917		08/12/23-10/14/23
John Zaha	Football	YLHS	\$3792		08/18/23-10/27/23

Preschool Program: Preschool Paraeducator, Short Term: NTE 120 Hrs, All Four State Preschool Sites, 08/24/23-06/30/24

Erik Alvarez
Ana Bermudez Oaxaca
Lineth Biollo
Graciela Dominguez
Zenaida Flores De Rosas
Marcelina Garcia Montes
Andrea Gonzalez
Cintia Gonzalez
Silvia Guillen

Preschool Program: Preschool Paraeducator, Short Term: NTE 120 Hrs, All Four State Preschool Sites, 08/24/23-06/30/24 (Cont'd)

Alyssa Rayleen Martinez
Rose Marie Moreno
Maria Roa Tierrablana
Julieta Salazar
Liliana Vargas Gomez
Sully Zamora

Preschool Program: Preschool Paraeducator, Bil Preschool Paraeducator, Child Dev Preschool Educator: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs., All Sites, 07/01/23-06/30/24

Lineth Biollo
Lyndsay Diaz
Graciela Dominguez
Sylvia Guillen
Laura Herrera
Marisol Monroy
Stephanie Panozzo
Tea Rice

Child Care Program: Child Care Teacher I: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs., All Sites,

07/01/23-06/30/24

Brandy Aguirre
Valerie Alcala
Tara Allen
Dora Almeida
Diana Alvarado
Rosa Alvarado
Fidelis Amoroso
Elizabeth Anderson
Magdalena Avalos
Patricia Bahena
Corina Barrera
Marlena Behle
Sean Bennett
Corey Bisignano
Robin Bisignano
Katharine Bless
Katherine Bolton-Sittig
Christopher Bradley
Travis Braz
Kathy Breaux
Tamara Brennan
Maria Bryant
Linda Cagney
Camila Camacho
Shari Cardinez
Elena Carrera
Jessika Castaneda
Sandra Castillo
Rehana Chaudry
Chloe Chavez
Timping Cheng

Child Care Program: Child Care Teacher I: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs., All Sites,

07/01/23-06/30/24 (Cont'd)

Raegan Cheyne
Brenda Cheung
Julie Cirata
Laura Cole
Heather Cruz
Alaura Dabasinskas
Sean Davidson
Ian Delaney
Kimberly Diaz
Lyndsay Diaz
Regan Dierks
Stephanie Divito
Citlali Dominguez Cobain
Patricia Donovan

Taylor Dunlavy
Cameron Durkin
Diana Dylla
Aimee Fierro
Ana Flores
Larissa Forsyth
Kate Futerer
Rita Gamache
Savannah Gandy
Rebecca Garcia-Weston
Corinne German
Patricia Gomez
Marissa Grover
Amanda Grubbs
Karen Haines
Allison Harper
Alynn Hernandez
Reyna Hernandez
Evelyn Huynh
Carmen Johnson
Sheila Jordan
Erin Kaufman
Zarina Kazalbash
Laura Kelly
Ann Kennedy
Monica Landfield
Marisa Lansley
Teresa Lara
Christopher Lawson
Camelia Lazuran
Cheryl Lynn Lee
Jessica Lee
Kassandra Luna
Yesenia Luna
Tina Lyons
Julia Mabry
Drina Majd
Child Care Program: Child Care Teacher I: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs., All Sites,
07/01/23-06/30/24 (Cont'd)
Hina Malik
Meagan McCafferty
Katrina McGuire
Erica Mendez
Emily Mendoza-Paz
Marisol Monroy
Ashley Monteverde
Raquel Moreno
Jeanette Moreta

Alvary Murphy
Ryan Nadler
Bryce Neff
Hollie Nguyen-Tran
Cameron Nunez
Madison Ornelas
Alondra Ortiz-Saenz
Madhuri Padalkar
Renu Patel
Marsha Peckham
Melissa Peterson
Alina Picciotta
Nasreen Popal
Sandy Potts
Brian Ramirez
Adriana Reeves
Lauren Reeves
Tonya Roberts
Lizbeth Rodriguez
Leonor Rollins
Jessica Royhob
Tita Royhob
Fathima Samsudeen
Amy Sanchez
Shannon Schaal
Kathryn Schwab
Citlalli Silva
Jamie Silverberg
Samira Slankard
Hayley Smith
Alondra Solis
Jessica Speaks
Angela Taberski
Riley Thomsen
Stephanie Villegas
Jeanne Voll
Steven Welch
Mandy Wolgamott
Rubina Yasmin

Child Care Program: SPED Aide I, II, III: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs., All Sites,
07/01/23-06/30/24

Gabriele Coughran

James Vasanthakumar

Noon Duty Supervision, 07/01/23-06/30/24

Employee

Site

Sadia Asad	Fairmont
Latifa Bakkal	Glenknoll
Eileen Ball	TRMS
Arcelia Bernal	Tynes
Lana Boggess	Lakeview
Marco Cervantes	Ruby Drive
Maria Cervantes	Ruby Drive
Rosa Chirino	Glenview
Rosie Christiansen	Glenknoll
Debbie Cruz	Glenknoll
Julie De Bie	Rose Drive
Krista Dorado	Fairmont
Adrienne Elicker	Rose Drive
Kirsten Frazier	Sierra Vista
Walter Galli	Rose Drive
Lakshmi Priya Ganesh	Wagner
Rose Gerace	Rose Drive
Jamie Habben	Rose Drive
Tammie Hagen	Sierra Vista
Julie Heddel	Topaz
Lydia Hermanson	Glenknoll
Esther Hernandez	Melrose
Jesse Keenan	Fairmont
Pooja Khant	Glenknoll
Lavonia Lewis	Glenknoll
Jennifer Lopez	Rose Drive
Herlinda Lopez Cisneros	Melrose
Evangelina Lozoya	Melrose
Jessica Mackay	Rose Drive
Merissa Minnick	Rose Drive
Claudia Monge	Ruby Drive
Laura Montes	Wagner
Meena Motwani	Glenknoll
Jasmin Niebla	Glenknoll
Britlyn Pace	Rose Drive
Dipti Patel	Glenknoll
Carol Pina	Ruby Drive
Carol Pina	Topaz
Dorothy Pineda	Van Buren
Lucia Ramirez	Lakeview
Norma Reyes	Melrose
Jazzel Rivera	Topaz
Sabrina Rivera	Ruby Drive
Jessica Ruggles	Rose Drive
Irma Sanchez Quinones	Topaz
Viviana Sanmartini	Lakeview
Andrea Serigstad	Brookhaven
<u>Noon Duty Supervision, 07/01/23-06/30/24 (Cont'd)</u>	

<u>Employee</u>	<u>Site</u>
Jaya Subramaniam	Glenknoll
Stacie Torrez	TRMS
Esther Tualla	Rose Drive
Jacqueline Vera	Glenknoll
Betti Verduzco	Tynes
Robin Walden	Tynes
Brooke Ybarra	Glenknoll
Stephanie Zaragoza	Morse
Dinan Zhao	Lakeview

Summer Sports Camps, NTE \$5400.00, 07/01/23-08/28/23

<u>Employee</u>	<u>Site</u>	<u>Sport Assignment</u>
Dayza Carrera	Valencia	Coed Cheer
Jason Word	Valencia	Football

2022-2023 ESY SPED Aide I, II, II Spec, III, Substitute; NTE 100 Hrs; 06/26/23-08/25/23

Lindsey Aguilar
 Vanessa Clavel
 Bridget Colby
 Carol Davis
 Maria Garza
 Carrie Larsen
 Maria Lozoya
 Marietta Luzzi
 Shawna Morris
 Soledad Resendiz

2022-2023 Summer Camp/Child Care, Short Term NTE 200 Hrs, 06/23/23-08/18/23

Corinne German
 Allison Harper

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
 CERTIFICATED HUMAN RESOURCES REPORT
 Board of Education Regular Meeting
 October 10, 2023**

Retirement

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Helen Diavatis	Resource Specialist	Buena Vista	09/02/23

Resignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Jessie Kensey	Spec Ed	Speech Therapist	06/16/23
Cynthia Ratzlaff	Ruby Drive	Teacher	09/15/23
Nicole Salazar	Valencia	Resource Specialist	06/16/23

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Lindsay Clark	Teacher, 50%	Teacher, 100%	08/24/23
Amy Green	Teacher, 71%	Teacher, 86%	08/24/23
Emily Mejia	Teacher, 56%	Teacher, 100%	08/24/23
Laila Murhi	Counselor, 100%	Counselor, 80%	09/11/23
Alma Obkircher	TOSA, 80%	TOSA, 100%	08/24/23
Gina Santangelo	Nurse, 100%	Nurse, 80%	08/24/23
Catherine Sullivan	Teacher, 86%	Teacher, 71%	08/24/23
Dana Watts	Counselor, Travis	Teacher, Parkview	08/24/23

Employ

<u>Teacher</u>	<u>Subject</u>	<u>Site</u>	<u>Status</u>	<u>Effective</u>
Rachel Aguilar	Elem	Tynes	Temp	08/24/23
Alejandra Alvarez-Valdovinos	AST	Melrose	Temp	08/29/23
Tanya Amaral	Elem	Tynes	Temp	08/29/23
Kim Amidon	AST	Brookhaven	Temp	08/24/23
Brittany Brechwald	Elem	Fairmont	Temp	08/24/23
Michelle Chavez	Elem	Topaz	Temp	08/24/23
Christopher Choi	Math	YLMS	Temp	08/24/23
Samuel Christy	Science	Kraemer	Temp	08/24/23
Renee Colquette	Sign Language	Esperanza	Temp	08/24/23
Kellene Cook	Elem	Ruby Drive	Temp	08/24/23
Katherine Corbin	Speech Therapist	Spec Ed	Temp	08/24/23
Kristen Dominguez	Elem	Sierra Vista	Temp	08/24/23
Sadaf Esteaneh	Science	B-Yorba	Temp	08/24/23
Nicole Fairfiled	Kinder	Morse	Temp	09/05/23
Wei Fang	Music	Elem Music	Temp	08/24/23
Kimberly Fisheli	SDC	Brookhaven	Temp	09/12/23
Susan Gaglia	AST	Linda Vista	Temp	08/24/23
Kristen Garrity	AST	Bryant Ranch	Temp	08/24/23
Alexandra Gauthier	AST	Van Buren	Temp	08/24/23

Rachel Glaze	PE	Valadez	Temp	08/24/23
James Gordillo	Science	Valadez	Temp	09/12/23
Julia Hauler	Elem	Fairmont	Temp	08/24/23
Christina Hernandez	Elem	Rio Vista	Temp	08/24/23
Lorraine Hernandez	SDC	Mabel Paine	Temp	08/24/23

Employ

<u>Teacher</u>	<u>Subject</u>	<u>Site</u>	<u>Status</u>	<u>Effective (Cont'd)</u>
Haley Johnson	Elem	Sierra Vista	Temp	08/24/23
Tiffany Kim	Elem	Tynes	Temp	08/24/23
Bailey Knutsen	Elem	Morse	Temp	08/24/23
Liana Lambert	Speech Therapist	Spec Ed	Temp	09/07/23
Attie Landrum	Elem	Fairmont	Temp	08/24/23
Damion Laning	SDC	Travis MS	Temp	08/24/23
Mary Lawrence	Elem	Ruby Dr	Temp	08/24/23
Haley Luyben	Mild/Mod	YLMS	Temp	08/24/23
Elena Mallett	Science	El Dorado	Temp	08/24/23
Daniella Martinez	Elem	Topaz	Temp	08/24/23
Kimberly Martinez	Language Arts	Valencia	Temp	08/24/23
Joseph Merrill	Spec Ed	El Dorado	Temp	08/24/23
Kim Newmyer	Elem	Glenknoll	Temp	08/24/23
Sharie Nitkin	Performing Arts	Travis MS	Temp	08/24/23
Rebecca Okin	Physics/Science	Esperanza	Temp	08/24/23
Molly Pinkham	Elem	Bryant Ranch	Temp	08/24/23
Cynthia Ratzlaff	Elem	Ruby Drive	Temp	08/24/23
Jenafer Reta	Science	Esperanza	Temp	08/24/23
Jill Romero	Business	YLHS	Temp	08/24/23
Jessica Rosete	AVID	Kraemer	Temp	08/24/23
Kylee Saito	SDC	Golden	Temp	08/24/23
Vanessa Sandoval	Elem	Glenview	Temp	08/24/23
Marlon Santizo	Music	El Dorado	Temp	09/11/23
Kayla Shikina	Science	YLHS	Temp	08/24/23
Allison Spinney	Elem	Bryant Ranch	Temp	08/24/23
Cassi Stefan	Elem	Sierra Vista	Temp	08/24/23
Amy Takamoto	Speech Therapist	Spec Ed	Temp	09/05/23
Marissa Tan	Elem	Bryant Ranch	Temp	08/24/23
Victoria Tuchman	Elem	Ruby Drive	Temp	08/24/23
Shannon Vogelesang	SDC	Rose Drive	Temp	08/24/23
Marie Vu	Elem	Glenknoll	Temp	08/24/23

Leaves of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Alessandra Alfaro	ABA Supv	Exec Svs	Child Bonding	10/04/23-10/26/23
Alexis Campuzano	MS Counselor	Travis MS	Maternity	09/14/23-10/26/23
Danielle Clafford	Teacher	El Dorado	Discretionary-Unpaid	12/13/23-06/14/24
Linda Crossno	Teacher	El Camino	Child Bonding	10/23/23-01/23/24
Rebecca Dominguez	Teacher	Elem Music	Military Leave	09/15/23-09/15/23
Illyse Harker	Teacher	Linda Vista	Medical	10/11/23-11/24/23
Attie Landrum	Teacher	Fairmont	Medical	09/15/23-09/22/23

Brock Lewis	Teacher	YLMS	Child Bonding	11/27/23-12/22/23
Matthew Newbill	Teacher	Elem PE	Military-Intermittent	08/24/23-06/14/24
Kim Rothenberger	Teacher	Tynes	Medical	10/06/23-01/09/24
Stacy Shimoda-Harms	Teacher	Melrose	Medical	09/05/23-09/24/23
Kaylie Silva	Elem Counselor	Exec Svs	Maternity/Bonding	10/01/23-02/14/24

Extra Periods

<u>Employee</u>	<u>Site</u>	<u>Subject</u>	<u>Increase Contract</u>	<u>Effective</u>
Jonathon Aed	YLHS	Algebra	1/6	08/24/23-06/14/24
Bryan Bloom	YLHS	Math	1/6	08/24/23-06/14/24
Yesenia Castillo	Valencia	SST	1/6	08/24/23-06/14/24
Erik Cook	Tuffree	Social Science 1/7		08/24/23-06/14/24
Michelle De Haven	Health Svs	Health Coordinator	1/6	08/24/23-06/14/24
Allen Goddard	B-Yorba	Travel	1/7	08/24/23-06/14/24
Olivia Goldberg	Esperanza	SST Support	1/6	08/24/23-06/14/24
Jason Gray	Valencia	Athletics	1/6	08/24/23-06/14/24
Eric Hoenigmann	El Dorado	Science	1/6	08/24/23-06/14/24
Joshua Lay	Valencia	Admin Support1/6		08/07/23-06/30/24
Sam Lee	El Dorado	Algebra	1/6	08/24/23-06/14/24
Jason Marganian	Valencia	Athletics	1/6	08/24/23-06/14/24
Julie Masone	B-Yorba	Art	1/7	08/24/23-06/14/24
Paulette Montelone	Esperanza	ELA	1/6	08/24/23-06/13/24
Richard Nagy	Valencia	Intervention Spec	1/6	08/24/23-06/14/24
Steve Nguyen	Esperanza	Algebra	1/6	08/24/23-06/14/24
Kressler Nguyen-Valdez	Esperanza	Earth Science	1/6	08/24/23-06/14/24
Kathleen Owens	Esperanza	ELA	1/6	08/24/23-06/14/24
Frank Perez	Esperanza	Lang Arts	1/6	08/29/23-06/14/24
Jason Presley	Esperanza	Athletics	1/6	08/29/23-06/14/24
Eric Samson	El Dorado	Music	1/6	11/06/23-06/14/24
Richard Schmieg	El Dorado	504/507	1/6 (1/3 split)	09/11/23-06/14/24
Brian Shay	Travis MS	PE	1/7	08/24/23-06/14/24
Lauren Simmons	El Dorado	Math	1/6	08/24/23-06/14/24
Kristi Steadman	YLHS	SST	1/6	08/24/23-06/14/24
Gabrielle Stephenson	YLHS	Math	1/6	08/24/23-06/14/24
Kathleen Switzer	El Dorado	Music	1/6	08/24/23-03/29/24
Dianne Torres	B-Yorba	PE	1/7	08/24/23-06/14/24
Matthew Varney	Esperanza	Math	1/6	08/24/23-06/14/24
Theresa Vaughan	YLHS	Math	1/6	08/24/23-06/14/24
Gregory Walls	YLHS	Science	1/6	08/24/23-06/14/24
Madison Waltemeyer	YLHS	Business Academy	1/6	08/24/23-06/14/24
Linda Yakzan	Esp/YLHS	Travel	1/6	08/24/23-06/14/24

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Kim Amidon	Brookhaven	Adjunct Duty	\$55	10	08/29/23-06/15/24
Noe Anaya	Tuffree	Back to School Night	\$55	3	09/12/23-09/12/23
Jennifer Archer	Spec Ed	Witness Prep	\$55	25	08/14/23-09/01/23
Barbara Barboza	Linda Vista	GATE Coordinator	\$55	15	08/29/23-06/13/24
Tammy Boydston	YLMS	After School Tutor	\$55	10	08/24/23-06/13/24
Joel Bradford	YLHS	WASC Coordinator	\$55	150	08/24/23-06/14/24
Cari Briggs	Ed Svs	OPENSIED Collab	\$55	20	09/11/23-06/10/24
Stephanie Brock	Tuffree	Saturday School	\$55	5	09/30/23-09/30/23
Katherine Burrows	Ruby Dr	PBIS Coordinator	\$55	10	08/29/23-06/13/24
Christian Collins	Spec Ed	IEP Meetings	\$55	5	08/07/23-09/29/23
Inge Eppink	Ruby Drive	AVID Prof Dev	\$55	15	08/29/23-06/13/24

Kathleen Escaleras-Nappi	Ed Svs	New School Prep	Per Diem	3/Day	07/01/23-08/02/23
Johnny Figueroa	Sped Ed	IEP Meetings	\$55	5	08/14/23-09/29/23

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective (Cont'd)</u>
Rogelio Galvan Esperanza	Lunch Supervision	\$55	40	08/29/23-06/13/24	
Bincins Garcia	YLHS	Lunch Supervision	\$55	50	08/29/23-06/13/24
Blanca Gibbons	Ed Svs	TOSA Spec Assign	\$55	120	08/24/23-06/14/24
Dana Gigliotti	YLHS	ELD Coordinator	\$55	28	08/29/23-06/13/24
David Hatori	Valencia	Detention	\$55	45	08/29/23-06/13/24
Janice Lee	Spec Ed	Student Assessment	\$25	4	06/16/23-06/16/23
Carrie Lester	YLMS	WEB Trn/Orientation	\$55	10	08/14/23-08/25/23
Kyle Matlack	Tuffree	Staff Meeting	\$55	7	08/24/23-08/24/23
Erin McGowan	Spec Ed	Summ Assessment	Per Diem	29	07/03/23-08/18/23
Daniel Myers	El Dorado	Mentoring Addt'l Hrs	\$55	10	09/01/23-06/30/24
Patti Nitzel	Health Svs	CPR Training Coord	\$55	20	08/21/23-06/14/24
Christina Nolasco	El Dorado	Registration/Textbook	\$55	16	08/01/23-08/31/23
Christina Nolasco	El Dorado	Lunch Supervision	\$55	100	09/01/23-06/30/24
Christina Nolasco	El Dorado	Ext Library Hours	\$55	75	09/01/23-06/30/24
Alma Obkircher	Ed Svs	TOSA Spec Assign	\$55	160	08/21/23-06/30/24
Amy Ortlieb	Spec Ed	Preschool Prep	\$55	4	08/21/23-08/25/23
Kristen Petrovacki	Ed Svs	New School Prep	Per Diem	3/Day	07/01/23-08/02/23
Tristian Pham	Fairmont	Back to School Night	\$55	1	09/07/23-09/07/23
Sarah Phillips	YLHS	Tutoring	\$55	106	08/29/23-06/13/24
Peyton Pike	Travis MS	Counselor Support	Per Diem	40	08/01/23-08/09/23
Arantxa Romero	Spec Ed	Summ Assessment	Per Diem	1/Day	08/07/23-08/18/23
Audra Ross	El Dorado	Lunch Supervision	\$55	100	09/01/23-06/30/24
Susan Rotkosky	Ed Svs	MS Math TOSA	\$55	30	08/21/23-09/29/23
Jamie Shipe	Van Buren	ELAC Teacher Rep	\$55	10	08/29/23-06/13/24
Lauren Sveinson	Valencia	Tutoring	\$55	40	08/29/23-06/13/24
Lisa Smith	Fairmont	IEP Mtgs	\$55	1	09/08/23-09/08/23
Ashley Spencer	YLMS	EL Prep/ELAC Mtg	\$55	20	08/24/23-06/13/24
Mark Switzer	Supt Office	Back to School Video	\$55	15	08/28/23-06/14/24
John Teal	Valencia	Saturday School	\$55	5	09/30/23-09/30/23
Bryan Vouga	Ed Svs	Night School	\$55	9	09/12/23-06/14/24
Lorri Walls	Travis MS	Sub Counselor	Per Diem	80/Day	08/01/23-12/22/23

Ruth Watts	Ed Svs	Class Support	\$55	780	08/30/23-06/30/24
Janice Weber	Melrose	New School Prep	Per Diem	3/Day	08/04/23-08/06/23
Brent Willis	Esperanza	Online Workshop	\$55	6	08/24/23-09/22/23
Chelsea Youngberg	Sierra Vista	Kinder Assessment	\$55	7	08/14/23-08/31/23
Christine Yuan	Spec Ed	Summer Assessment	Per Diem	1 Day	08/01/23-08/25/23

Bernardo Yorba MS, PD-PLC and Collaboration, \$55/Hr., NTE 24 Hrs., 08/29/23-06/14/24

Pamela Arroyo
 Dan Barger
 Robin Breneman
 Isaias Campuzano
 Craig Casperson
 Jocelyn Crecia
 Michele Daetweiler
 Sadaf Esteaneh
 Allen Goddard
 Ray Hertenstein
 Zachary Hom
 Michael Klein
 Alique Maadanian

Bernardo Yorba MS, PD-PLC and Collaboration, \$55/Hr., NTE 24 Hrs., 08/29/23-06/14/24 (Cont'd)

Julie Masone
 Emily Mejia
 Emily Murray
 Loren Nandor
 Juliet Oh
 Sam Pham
 Tim Roach
 Phillip Seitz
 Sherman Shen
 Pablo Suchsland
 Andrew Spoonhower
 Dianne Torres
 Jennifer Villasenor

Bernardo Yorba MS, Locker Room Coverage, \$55/Hr., NTE 10 Hrs., 08/29/23-06/14/24

Tim Roach
 Dianne Torres

Educational Services, CTE Site Coordinator, \$55/Hr., NTE 20 Hrs., 08/24/23-06/14/24

Rodney Boaz
 Dan Eliot
 Sue Sawyer
 Mark Switzer

Educational Services, ELD Teachers, \$55/Hr., NTE 810 Hrs., 09/06/23-06/14/24

Ivy Ballister
 Brittney Duran

Kimberly Esparza
Carrie Fain
Deanne Fox
Laurie Hansen
Janice Huff
Raylenne Jensen
Donna Kim
Jessica Lee
Sheryl Manzo
Kaylynne Mathis
Nancy Miller
Kelly Prinzing
Kristy Romero
Deanne Steward
Julianne Vespar Nogal
Rebecca Watts

Educational Services, GATE Meetings, \$55/Hr., NTE 10 Hrs., 08/30/23-06/30/24

Carin Benner
Janelle Betts
Katherine Burrows
Sherri Cruz
David Gillette
Alexis Hightower
Jennifer McLane-Raya

Educational Services, GATE Meetings, \$55/Hr., NTE 10 Hrs., 08/30/23-06/30/24 (Cont'd)

Danielle Miller
Sarah Olson
Angela Pinson
Karen Ricotta
Cindy Samson
Phil Seitz
Makiko Shibata-Ellis
Katherine Stohmenger
Claudia Sundstrom
Emily Taylor
Laura Thurston
Barbara Wilson
Carrie Winn

Educational Services, HS Department Chair Collaboration/Meetings, \$55/Hr., NTE 18 Hrs., 09/11/23-06/10/24

Nicole Aquino
Brady Bilhartz
Linda Crossno
Kressler Nguyen
Kathryn Oberle
Jennifer Pilkenton

Judy Rehburg
April Vanderhook

Educational Services, HS Math Team Lead Collaboration, \$55/Hr., NTE 20 Hrs., 09/01/23-06/12/24

Tanya Borg
Laura Crays
Scott Herrick
Deborah Mariotti
Daniel Park

Educational Services, Kindergarten Assessment, \$55/Hr., NTE 7 Hrs., 08/14/23-08/31/23

Haley Johnson
Elana Leiken
Rachel Moss
Stacy Stevens
Marissa Tan

Educational Services, MS Department Chair Collaboration/Meetings, \$55/Hr., NTE 18 Hrs., 09/11/23-06/10/24

Leslie Alexander
Nicole Aquino
Tracy Casdorff
Mary Chapluk
Isais Campuzano
Lauren Hartshorne
Terrence Wroblewski

Educational Services, MS Math Team Lead Collaboration, \$55/Hr., NTE 20 Hrs., 09/01/23-06/12/24

Sheila Chew
Traci Eseltine
William Lin
Caitlin May
Geri Mc Bride
Samson Pham
Eric Plunkett
Cynthia Samson
Sunita Tendolkar

Educational Services, MS Pre-Service Facilitating, \$55/Hr., NTE 2 Hrs., 08/01/23-08/23/23

Sharon Bethencourt
Jodi Bonk
Richard Castro
Xochitl Diaz
Jeremy Kelly
William Lin

Beth Mazurier
Rosa Nelson
Amanda Peronto
Rebecca Rho
Kimberly Schultz
Brian Shay
Terrance Wroblewski

Educational Services, New Hire Institute, \$55/Hr., NTE 20 Hrs., 08/14/23-08/18/23

Angela Duenas
Elliot Edwards
Anneclare Kim
Derek Tran
April Treece

Educational Services, Night School, \$55/Hr., NTE 126 Hrs., 09/01/23-06/14/24

Darius Cervantes
Stephen Settle
Jason Sweet

Educational Services, HS Pre-Service Facilitating, \$55/Hr., NTE 2 Hrs., 08/01/23-08/23/23

Brandon Amaral
Christine Bonner
Tanya Borg
Laura Crays
Alyson Dixon
Lisa Garcia
Jason Goettesche
Heidi Krause
Shan Lawson
Alice Lin
Laura Massaglia
Priscilla Palacios
Catherine Petz
Audra Ross

Educational Services, HS Pre-Service Facilitating, \$55/Hr., NTE 2 Hrs., 08/01/23-08/23/23 (Cont'd)

Susan Sawyer
Sarah Shay
Stacy Shube
Heather Waugh
Linda Yakzan

Educational Services, Professional Development in 6-12 World Language Framework Study & Curriculum Piloting, \$55/Hr., NTE 30 Hrs., 07/03/23-06/03/24

Cynthia Luna
John Miller

Educational Services, Site CAASPP and DATA Coordinator, \$55/Hr., 09/01/23-06/14/24

<u>Employee</u>	<u>NTE Hours</u>
Tammi Aho	50
Ligia Alvarado	53
Alejandra Alvarez	36
Nicole Aquino	24
Janet Arbuckle	68
Tessa Ashton	53
Janelle Bedard	36
Jeanette Besheer Hogan	68
Erin Braun	86
Jaclyn Chavez	55
Lindsay Clark	21
Rebecca Cunningham	21
Bethany Curtis	86
Jackie Deano	28
Jennifer DiCarlo	14
Wendy Fong	22
Olivia Goldberg	57
Patricia Johnson	50
Maddie Kiblinger	40
Amy Larsen	13
Olivia Lytton	92
Leanne Olson	45
Angela Pinson	70
Leslie Poling	80
Aimee Pope	48
Paula Powers	23
Omar Ramon Ortiz	55
Jenny Raya	23
Karen Ricotta	44
Natali Riggio	70
Lisa Smith	74
Lauren Thurston	36
Jennifer Villasenor	78
Katie Visconti	40
Barbara Wilson	36
Suzanne Wilson	56

Educational Services, Summer Institute, \$55/Hr., NTE 16 Hrs., 08/01/23-08/24/23

Athiah Chaudry
 Andrea Cronin
 Sherri Cruz
 Susan Gruber
 Rossana Hamilton
 Christina Kim
 Danielle Miller

Alicia Ruiz
Andres Zaferson

Educational Services, TOSA Special Assignment Services, \$55/Hr., NTE 160 Hrs., 08/24/23-06/14/24

Chad Holo
Paul LaPorte
Jon Matson
Susan Rotkosky
Stephanie Valdez-Schrader

Educational Services, TOSA Summer Special Assignment Services, Per Diem., NTE 3 Days., 08/01/23-08/31/23

Jennifer Fouladi
Maria Hepps

El Dorado, Detention, \$55/Hr., NTE 150 Hrs., 09/01/23-06/30/24

Jennifer Bremer
Carolina Cantoran
Amanda Dato
Imelda Gaitan
Richard Schmeig
Jason Sweet

El Dorado, Lunch Detention, \$55/Hr., NTE 75 Hrs., 09/01/23-06/30/24

Mykaela Clemmer
Christian Collins

El Dorado, Mentoring for At-Risk Students, \$55/Hr., NTE 10 Hrs., 09/01/23-06/30/24

Tiffany Badger
Uriel Barba
Jennifer Bremer
Carolina Cantoran
Mykaela Clemmer
Amanda Dato
Imelda Gaitan
Dana Humphrey
Steve Lawson
Carmen Linares
Catherine Manalo
Daniel Myers
Cozette Petitt
Jeffrey Picou
Audra Ross
Jason Sweet
Kathleen Switzer

El Dorado, Mentoring for At-Risk Students, \$55/Hr., NTE 10 Hrs., 09/01/23-06/30/24 (Cont'd)

Kyle Thomas
Candace Tingley

Yubeli Urrea Castro
Amanda Wolf

El Dorado, WASC Group Focus Leaders, \$55/Hr., 09/15/23-06/14/24

<u>Employee</u>	<u>NTE Hours</u>
Mykaela Clemmer	50
Laura Crays	20
Amanda Dato	50
Christina Nolasco	20
Joy Okada	20
Lauren Simmons	20
Kathleen Switzer	20

Esperanza, Detention, \$55/Hr., 09/13/23-06/13/24

<u>Employee</u>	<u>NTE Hours</u>
Wesley Choate	20
Ryan Durocher	4
Jason Goettsche	20
Roy Hull	20
Vanessa Lara	36
Dale Mangum	20
Tyler Rex	40
Susan Sawyer	20

Esperanza, Tutoring, \$55/Hr., NTE 50 Hrs., 09/05/23-06/13/24

Olivia Goldberg
Roy Hull
Debbie Mariotti
Laura Massaglia
Matthew Varney

Fairmont, IEP Meetings, \$55/Hr., NTE 1 Hr., 09/13/23-09/15/23

Zoe Bonfield
Lisa Smith

Health Services, CPR Teaching/Certification, \$55/Hr., NTE 15 Hrs., 08/21/23-06/14/24

Lori Bultsma
Michelle DeHaven
Amy Kliner
Jennifer Lopez
Patti Nitzel
Elise Saylor
Edith Sperling

Human Resources, E3D Workshop Cancelled, Travel Time, \$55/Hr., NTE 4 Hrs., 08/21/23

Olivia Lytton
Rosa Nelson
Teresa Shermer

Human Resources, Interview Panel, \$55/Hr., NTE 7 Hrs., 08/08/23-08/11/23

Jason Pietsch
Jennifer Pilkenton
Tiffany Ward

Human Resources, Site Relocation, \$55/Hr., NTE 8 Hrs., 08/01/23-08/31/23

Jodi Castillo
Molly Gorman
Lorraine Hernandez
Raymond Hertenstein
Amy Larsen
Beatriz Millan
Danielle Ostrosky
Yeni Osuna-Pasillas
Judy Rehburg
Jacquelyn Schroeder
Esther Senga
Mollie Simmons
Rachelle Van der Ham

Melrose, AVID Meetings, \$55/Hr., NTE 5 Hrs., 09/11/23-06/14/24

Vladimir Figueroa
Erin Malner
Tina Mora
Toni Munoz
Helen Nelson
Guadalupe Toscano

Ruby Drive, Back to School Night, \$55/Hr., NTE 1 Hr., 08/31/23

Colleen Jelensky
Anell Nevarez-Carrera
Eva C. Ybarra

Ruby Drive, PBIS Plan and Prep., \$55/Hr., NTE 5 Hrs., 08/29/23-06/13/24

Claire Morrill
Mary Sanchez

Special Education, Summer Assessment, \$55/Hr., 07/03/23-08/23/23

<u>Employee</u>	<u>NTE Hours</u>
Shani Boone	40
Janice Lee	10

Special Education, TOSA Special Assignment Services, \$55/Hr., NTE 160 Hrs., 08/24/23-06/14/24

Angel Browning
Elaine Craik
Melissa Holo

Gina Ramshaw
Sarah Riley

Special Education, Witness Prep., \$55/Hr., 08/07/23-08/25/23

<u>Employee</u>	<u>NTE Hours</u>
Michele Grimsley	9
Gina Ramshaw 2	

Student Services, 504 Coordinator/Support, \$55/Hr., 08/28/23-06/14/24

<u>Employee</u>	<u>NTE Hours</u>
Karen Aleksic	40
Tessa Ashton	40
Meghan Bautista	20
Tami Borrego	20
Jackie Caballero	40
Amanda Cerda	20
Tracy Chung	40
Vicky Corral	20
Ashlee Duncan	40
Tiffany Eliot	40
Vanessa Garcia-Zamorategui	40
Linda Mason	20
Erin Malner	40
Danielle Miller	40
Dawn Page	40
Molly Pinkham	40
Paula Powers	40
Joy Rasic	20
Jenna Redwine	40
Jaime Shipe	40
Jennifer Villasenor	120
Katherine Visconti	40
Dana Watts	40
Ana Zamora-Lopez	40

Student Services, F1/J1 (International) Student Support, \$65/Hr., 08/28/23-06/14/24

<u>Employee</u>	<u>NTE Hours</u>
Dana Armstrong	12
Carolyn Douglas	4
Sarah Miller	12
Peyton Pike	28
Amy Selof	12

Student Services, Mentor Foster Youth, \$55/Hr., NTE 30 Hrs., 09/26/23-06/14/24

Uriel Barba
Janelle Bedard
Suzanne Bilhartz

Steven Craik
Alexa McPhillips
Lynette Parelli
Frank Perez
Jeff Picou
Jennifer Rasic
Kyle Thomas
Tiffany Ward

Technology, Technology Representative, \$55/Hrs., 07/01/23-06/30/24

Kandice Ames
Nicole Aquino
Katie Do
Valerie Gabriel
Jorge Garcia
Michael Hedderig
Sarah Hoffman
Stacy Hoffman
Richard Kravitz
Ester Miller
Kimberly Nerio
Mark Passarella
Lisa Smith
Kimberly Thorp
Guadalupe Toscano
Craig Wilkerson

Topaz, Classroom Move, \$55/Hr., NTE 7 Hrs., 08/29/23-06/14/24

Alicia Brown
Heather Christman
Ticiana Doty
Shannon Gibson
Katy Lee
Salvador McBenttez
Minerva Pena
Mary Skates
Stacy Stevens

Tuffree, Noon Duty Supervisor, \$55/Hr., NTE 95 Hrs., 08/29/23-06/13/24

Aaron Acton
Scott Davis

Tynes, Interview Panel, \$55/Hr., NTE 2 Hrs., 08/21/23

Carin Benner
Yeni Osuna Pasillas

Valencia, Core Value Summer Meeting, \$55/Hr., NTE 2 Hrs., 08/07/23

Kent Campbell
Corinna Harnett
Joshua Lay
Richard Nagy

Valencia, Link Crew Support, \$55/Hr., NTE 12 Hrs., 08/14/23-06/30/24

Rebecca Bonet
Sergio Narez

Valencia, Lunch and Break Supervision, \$55/Hr., 08/29/23-06/13/24

<u>Employee</u>	<u>NTE Hours</u>
Joe Chavoya	90
Joshua Lay	100
Richard Nagy	100
Danny Ortega	100
Shawn Racobs	90

Valencia, School Leadership Meeting, \$55/Hr., NTE 3 Hrs., 08/23/23

Megan Arthurton
Sarah Belsey
Brady Bilhartz
Tanya Borg
Alyson Dixon
Courtney Fenstermaker
Corinna Harnett
David Hatori
Fred Jenkins
Irene Kapetanos
Dwight Osborne
Charles Reta
Lauren Schultz
Teresa Shermer
Grace Stanton
John VanDam

Yorba Linda HS, After School Detention, \$55/Hr., NTE 125 Hrs., 09/18/23-06/13/24

Richard Cadra
Jaclyn Chavez

Yorba Linda HS, WASC Group Focus Leaders, \$55/Hr., NTE 9 Hrs., 08/29/23-06/14/24

Lisa Garcia
 Rey Lejano
 Marissa Perez
 Cathy Petz
 Sarah Phillips
 Sarah Shay
 Stacy Shube

Yorba Linda MS, 6th Grade Orientation, \$55/Hr., NTE 4 Hrs., 08/14/23-08/25/23

Tammy Boydston
 Stacy Perez
 Ashley Spencer

Stipends

<u>Employee</u>	<u>Site</u>	<u>Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Janelle Bedard Morse		Admin Designee	\$1022	08/29/23-06/13/24
Katherine Becker	Rose Drive	Admin Designee	\$1022	08/24/23-06/14/24
Anna Behrendt Linda Vista		Admin Designee	\$1022	08/29/23-06/13/24
Michele Cardenas	George Key	Admin Designee	\$2043	08/24/23-06/14/24
Michelle DeHaven	Health Svs	Lead Nurse	\$4800	08/24/23-06/14/24
Michelle DeHaven	Health Svs	Nurse Exp Coord	\$4400	08/24/23-06/14/24
Michelle DeHaven	Health Svs	Oral Health Assess	\$2400	08/24/23-06/14/24

Stipends

<u>Employee</u>	<u>Site</u>	<u>Assignment</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Brenda Dimopoulos	Golden	Lead Teacher	\$769	08/29/23-06/14/24
Vladimir Figueroa	Melrose	Admin Designee	\$1022	08/29/23-06/14/24
Rachel Friedrichs	Woodsboro	Admin Designee	\$818	08/28/23-06/14/24
William Greenfield	George Key	Admin Designee	\$2043	08/24/23-06/14/24
Sarah Hoffman Glenknoll		Lead Teacher	\$769	08/29/23-06/14/24
Eric Huang	Valencia	AP Stats Training	\$500	07/31/23-08/04/23
Amy Huhn	Glenknoll	Admin Designee	\$2043	08/29/23-06/14/24
Emily Murray	B-Yorba	Lead Tchr, 21 Section	\$1328	08/24/23-06/14/24
Steve Nakanishi	Brookhaven	Admin Designee	\$2043	08/29/23-06/14/24
Helen Nelson	Melrose	Admin Designee	\$1022	08/29/23-06/14/24
Kristen Tesoro	Morse	Admin Designee	\$955	08/29/23-06/13/24
Shannon Vlastnik	Lakeview	Admin Designee	\$2043	08/24/23-06/14/24
Kelly Willey	Rose Drive	Admin Designee	\$1022	08/24/23-06/14/24
Barbara Wilson Linda Vista		Admin Designee	\$1022	08/29/23-06/13/24

Brookhaven, Outdoor Science Program, NTE \$962.00, 02/05/24-02/09/24

Karen Aleksic
 Steve Nakanishi

Brookhaven, Lead Teacher, NTE \$769.00, 08/29/23-06/14/24

Karen Aleksic
 Lisa Fulkerson
 Richard Hebert
 Janet Martin

Teresa Vitelli

Fairmont, Lead Teacher, NTE \$769.00, 08/24/23-06/13/24

Zoe Bonfield

Kasidy Igawa

Mary Le

Jessica Olguin-Nieto

Lisa Smith

Glenview, Lead Teacher, NTE \$769.00, 08/29/23-06/14/24

Maria Gutierrez

James Novek

Elizabeth Solyom

Julie Tabata

Lakeview, Lead Teacher, NTE \$769.00, 08/24/23-06/14/24

Rachel Ackerman

Jim Burns

Tiffany Eliot

Sarah Olson

Linda Vista, Lead Teacher, NTE \$769.00, 08/29/23-06/14/24

Michele Alberto

Janet Salley

Melrose, Lead Teacher, NTE \$769.00, 08/24/23-06/14/24

Veronica Chamu Lemus

Monica Guzman

Erin Malner

Tina Mora

Morse, Lead Teacher, NTE \$769.00, 08/29/23-06/13/24

Janelle Bedard

Adriana Garcia-Ruiz

Claudia Sundstrom

Kristen Tesoro

Rose Drive, Lead Teacher, NTE \$769.00, 08/24/23-06/14/24

Harvey Armbrust

Kimberly Nerio

Vicki Osborn

Kimberly Thorp

Topaz, Lead Teacher, NTE \$769.00, 08/29/23-06/14/24

Heather Christman

Lizette Garcia

Shannon Gibson
 Rossana Hamilton
 Michael Hedderig
 Lisa MacDonald
 Rachel Moss
 Minerva Pena
 Mary Skates
 Danielle Van Pool

Travis Ranch Elem, Lead Teacher, NTE \$769.00, 08/29/23-06/14/24

Cindy Cadera

Tynes, Lead Teacher, NTE \$769.00, 08/24/23-06/13/24

Sara Grant
 Susan Gruber
 Shealee Hazlett
 Violet Hobbs
 Amy Larsen
 Kathryn Maucher
 Linda Maxwell-Jordan
 Yeni Osuna-Pasillas
 Briana Seward

Van Buren, Lead Teacher, NTE \$769.00, 08/29/23-06/13/24

Alexa McPhillips
 Shauna Radicelli
 Makiko Shibata Ellis
 Jessica Zunigabravo

Woodsboro, Lead Teacher, NTE \$769.00, 08/28/23-06/14/24

Rachel Friedrichs
 Jodie Hawkins
 Traci Tellers

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Jon Aed	YLHS	Boys Football & Longevity	\$4901	08/18/23-10/27/23
Jeffrey Bailey	YLHS	Hd Boys Football & Longevity	\$6359	08/18/23-10/27/23
Gary Bowers II	YLHS	Boys Football	\$3792	08/18/23-10/27/23
Kelly Buchan	YLHS	Academic Coach	\$1751	08/29/23-06/13/24
Richard Cadra	YLHS	Academic Coach	\$4610	08/29/23-06/13/24
Jaclyn Chavez	YLHS	Hd Girls Volleyball	\$4901	08/12/23-10/14/23
Kevin Claborn	Esperanza	Hd Girls Golf	\$4610	08/21/23-10/21/23
Erik Cook	Tuffree	WEB Support	\$478	08/29/23-06/13/24
Charlene Dagampat	YLHS	Academic Coach	\$4026	08/29/23-06/13/24

Charlene Dagampat	YLHS	Debate	\$4026	08/29/23-06/13/24
Ashley Does	Valadez	Yearbook	\$2043	08/28/23-06/14/24
John Domen	YLHS	Boys Football	\$3792	08/18/23-10/27/23
Michael English	YLHS	Hd Boys Water Polo	\$3501	08/21/23-10/28/23
Michael Fenton	Tuffree	Vocal Music Director	\$2043	08/29/23-06/13/24
Bincins Garcia	YLHS	Marching Band	\$4958	08/29/23-06/13/24
Bincins Garcia	YLHS	Instrumental Director	\$3760	01/29/24-06/13/24
Bincins Garcia	YLHS	Choral	\$4084	08/29/23-06/13/24
Jennifer GarciaValadez	Music		\$2043	08/24/23-06/14/24
Ashley Haney	Esperanza	Boys Water Polo	\$2917	08/21/23-10/28/23
Connor Hipwell	YLHS	Marching Band Director	\$4958	08/29/23-01/26/24
Connor Hipwell	YLHS	Instrumental Director	\$2651	01/29/24-06/13/24
Michael Huicochea	Tuffree	WEB Support	\$478	08/29/23-06/13/24
Michael Huicochea	Tuffree	Falcon Films Coordinator	\$2043	08/29/23-06/13/24
Jackson Keller	Valadez	Video Productions	\$2043	08/28/23-06/14/24
Matthew LeGrand	Tuffree	WEB Coordinator	\$2043	08/29/23-06/13/24
Colin Layana	YLHS	Boys Water Polo	\$2917	08/21/23-10/28/23
Jenna Linda	Tuffree	Activities Director	\$2043	08/29/23-06/13/24
Erika Mayer	Tuffree	Yearbook Advisor	\$2043	08/29/23-06/13/24
John Miller	Tuffree	Webmaster/Awards Night	\$2043	08/29/23-06/13/24
Amanda Peronto	Valadez	Show Choir	\$2043	08/28/23-06/14/24
Cathy Petz	YLHS	Drama & Longevity	\$6067	08/29/23-06/13/24
Leslie Poling	Valadez	Activities Director	\$2043	08/24/23-06/14/24
Dennis Riggs	YLHS	Hd Girls Golf	\$3501	08/21/23-10/21/23
Meshell Salas	YLHS	Dance	\$4958	08/29/23-06/13/24
David Saliby	Tuffree	Instrumental Music Director	\$1909	08/29/23-06/13/24
Marlon Santizo El Dorado	Choral Director		\$4084	09/11/23-06/14/24
Sarah Shay	YLHS	Newspaper	\$4316	08/29/23-06/13/24
Sarah Shay	YLHS	Yearbook	\$4901	08/29/23-06/13/24
Stacy Shube	YLHS	Pepsters & Longevity	\$5192	08/29/23-06/13/24
Thomas Storing	YLHS	Boys Football	\$3792	08/18/23-10/27/23
Greg Walls	YLHS	Academic Coach	\$1751	08/29/23-06/13/24
Pat Wren	YLHS	Boys Football & Longevity	\$4901	08/18/23-10/27/23

Booster Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Oscar Abreau	YLHS	Boys Basketball	\$3501	08/29/23-10/31/23
Austin Avina	YLHS	Boys Footbal	\$3792	08/18/23-10/27/23
Keith Dellalonga	YLMS	Bobcat Builder Club	\$1190	08/24/23-06/13/24
Armon Fayyazi	YLHS	Wrestling	\$2000	08/29/23-10/31/23
Armon Fayyazi	YLHS	Event Supervision	\$2000	09/11/23-06/14/24
Brian Fortenbaugh	YLHS	Boys Football	\$4901	08/18/23-10/27/23
Chris Hobson	YLHS	Boys Basketball	\$3501	08/29/23-10/31/23
Mark Honig	YLHS	Wrestling	\$2000	08/29/23-10/31/23
William Lin	YLMS	Math Competition	\$1000	09/01/23-01/15/24

Ray Llewellyn	YLMS	Band Camp	\$750	08/14/23-08/18/23
Jon Mann	YLMS	Band Camp	\$500	08/14/23-08/18/23
Rose Neumayr	YLMS	Band Camp	\$500	08/14/23-08/18/23
Augustin Oropeza	YLHS	Football	\$3792	08/18/23-10/27/23
Jason Pietsch	YLHS	Hd Boys Basketball	\$4083	08/29/23-10/31/23
Kendall Platt	YLHS	Girls Volleyball	\$2917	08/12/23-10/14/23
Jim Rettela	Esperanza	Event Supervision	\$1500	09/01/23-06/30/24
Sue Sawyer	Esperanza	Event Supervision	\$1500	09/01/23-06/30/24

Substitute Teacher, 2023-2024 SY

William Allgeier
 Rebecca Anderson
 Cynthia Benz
 Victoria Campbell
 Heon Cho
 Antonia Finn
 Bradley Goldman
 Elisha Goodger
 Jordan Iguchi
 Brady Irely
 Mohammed Lenjavi
 Amanda Little
 Brent Levingston
 Jacklynn Miller
 Gail Orsborn
 Sharon Pettibone
 Melissa Pivovaroff
 Matthew Quintero
 Cynthia Ratzlaff
 Kaitlyn Ross
 Katayoon Safaei-Naraghi
 Madison Smith
 Cynthia Trujillo
 Julie Vasquez